

EXHIBIT C

CAUSE NO. _____

MUHAMMAD SHAHID AND	§	IN THE DISTRICT COURT OF
UJALA HAARIS	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
ALLSTATE INDEMNITY COMPANY	§	
<i>Defendant.</i>	§	____ JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs Muhammad Shahid and Ujala Haaris, complaining of Defendant Allstate Indemnity Company ("Allstate"), files this, their Original Petition; and in support thereof, Plaintiffs would respectfully show this Honorable Court as follows:

I.
DISCOVERY LEVEL

1. Plaintiffs intend for discovery to be conducted at Level 2, pursuant to Rule 190 of the Texas Rules of Civil Procedure.

II.
JURISDICTION & VENUE

2. This Court has jurisdiction to hear Plaintiffs' claims under Texas common law and Texas statutory law. Inarguably, the amount in controversy exceeds the minimum jurisdictional limits of this Court. Additionally, Venue is mandatory and proper in Harris County, Texas, in accordance with Section 15.002 of the Texas Civil Practice & Remedies Code, because all or a substantial part of the events giving rise to this suit occurred within this county.

III.
PARTIES

3. Plaintiffs are individuals who reside in Cypress, Harris County, Texas.

4. Defendant Allstate is a domestic for-profit corporation, duly registered with the Texas Department of Insurance to do business in Texas, which may be served with process by serving this Original Petition and a copy of the citation on its Registered Agent, CT Corporation System, 1999 Bryan Street STE 900, Dallas, Texas 75201-3136, or wherever it may be found.

IV.
FACTUAL BACKGROUND

5. Plaintiffs are named insureds under a landlords package insurance policy issued by Allstate, insurance policy no. 436 220 450 (the "Policy").

6. On or about January 16, 2024, Plaintiffs' real property, located at 14902 Cactus Wren Drive, Tomball, Texas 77377 ("Property"), was damaged by a pipe burst during an ice and/or freeze storm, which is a covered loss under their Policy. Pursuant to the obligations under the Policy, Plaintiffs timely filed an insurance claim.¹

7. Subsequently, Allstate denied Plaintiffs' claim despite clear evidence of their estimated damages and covered loss.

8. The adjuster assigned to the claim by Allstate conducted a substandard investigation of the Property and damages, and incorrectly purported that Plaintiffs misrepresented and concealed material facts pertaining to the property damage, policy

¹ See Ex. 1.

application, and business conducted at the loss location.² These allegations are neither valid nor true.

9. Upon acceptance of the claim by Allstate, adjuster Tai McKinnon, performed an inspection of the Property and Plaintiffs' damages.³

10. To further cooperate with Allstate in their claim investigation, Plaintiffs both agreed to conduct individual examinations under oath ("EUO") in February of 2024.

11. During the EUOs, Plaintiffs explained that they owned the property since September of 2023 and made various repairs and/or improvements to the Property to later rent out.⁴ By the time of the pipe burst, ninety percent of the work was completed.⁵

12. When the pipe burst was found on January 17, 2024, water was coming down the ceiling after a freeze event the night before.⁶ Plaintiffs were present at the Property the day before, and there was no sign of any damage or concern.⁷ Additionally, Plaintiffs made the effort to insulate the pipes and avoid any type of freeze event and pipe burst.⁸

13. Plaintiffs had a family interested in renting the Property in February of 2024, but had to scratch those plans due to the incident and related damage.⁹ When

² See Ex. 2.

³ See Exhibits 3 - 4.

⁴ See Ex. 3, pgs. 12-13; Ex. 4, pgs. 13-16.

⁵ See Ex. 3, pgs. 12-13; Ex. 4, pg. 14.

⁶ See Ex. 3, pgs. 13-14; Ex. 4, pgs. 16-17.

⁷ See *Id.*

⁸ See Ex. 3, pgs. 13-14; Ex. 4, pg. 18.

⁹ See Ex. 3, pgs. 19-20; Ex. 4, pgs. 13-16.

questioned whether they utilized the property as a daycare, Plaintiffs made clear that they did not and merely had child items present for their own two children to keep busy while they worked on the Property.¹⁰ Despite obvious testimony that the Property was not used as a daycare, Allstate still held the position that the Property was being utilized as a daycare based on a false accusation from Allstate's local representative.

14. Despite having a potential and prospective business idea and listing the Property address as a business location when acquiring a NPI number and registering with the Texas Secretary of State's office, Plaintiffs made it clear that they were setting up the Property for only residential renting purposes.¹¹

15. The potential and prospective business was never finalized to date, no related business activities took place at the Property, and the subject Policy was acquired by Plaintiffs to solely provide adequate coverage for a rental property.¹²

16. Plaintiffs' conduct with previous rental properties followed a similar set up path prior to renting.¹³ Much like their other properties, only rental preparation activities were completed at this Property while the Policy coverage period was active and this is the purpose of the Policy, and it is clear that Plaintiffs' sole intention was always to treat this Property as rental property, which has been reiterated *ad nauseam* to Allstate.

¹⁰ See Ex. 3, pgs. 22-26; Ex. 4, pgs. 14-16, 20-21, 26-28.

¹¹ See Ex. 3, pgs. 26-36; Ex. 4, pgs. 14-16.

¹² See Ex. 3, pgs. 12-36; Ex. 4, pgs. 13-44.

¹³ See Ex. 3, pgs. 15, 19, 35-36; Ex. 4, pgs. 19-20.

17. In an effort of performing their due diligence in showing their extensive damages, Plaintiffs sought an additional and competent opinion, which was previously provided to Allstate for their consideration when evaluating the Claim, from GoCrafts, LLC ("GoCrafts"). GoCrafts discovered covered damages and determined that the total amount to properly perform necessary repairs, including work already completed to mitigate Plaintiffs' overall damages, totaled to \$142,311.31.¹⁴ This information and GoCrafts' estimate were apparently disregarded by Allstate.

18. In accordance with their duties under the Policy, Plaintiffs mitigated their damages and repaired the burst pipe. This repair, which was included in the total estimate from GoCrafts, cost them \$15,245.71.¹⁵ out of pocket.¹⁵

19. Plaintiffs additionally prepared an inventory and relayed their personal property, made up of electronics and furniture inside the subject Property, was damaged in the amount of \$10,460.03.¹⁶ Allstate was also provided this information.

20. Further, Plaintiffs experienced lost rent from the aforementioned incident, experienced damages of \$26,400.00, and provided this information to Allstate.¹⁷

21. With all of the evidence concerning the extent and amount of Plaintiffs' damages in hand, on April 25, 2024, Tai McKinnon improperly denied coverage for the damages to Plaintiffs' Property based upon misrepresentations of the facts.¹⁸

¹⁴ See Ex. 5.

¹⁵ See Ex. 6.

¹⁶ See Ex. 7.

¹⁷ See Ex. 8.

¹⁸ See Ex. 9.

22. Plaintiffs never concealed or provided any misrepresented material facts pertaining to the property damage, policy application, or business conducted at the loss location. The Property was always a residential rental property, and a prospective family was being lined up to rent the Property as a residence—the Property simply required that Plaintiffs complete necessary work in preparation of housing a tenant.

23. All of this information was provided to Allstate by Plaintiffs. On May 1, 2024, a letter of representation was sent to Allstate by C. Bryan Beverly, a colleague within the same firm as undersigned counsel.¹⁹ Plaintiffs, via counsel, have reiterated all of this information to Allstate in painstaking detail. However, Allstate continues to examine infinitesimal bits of information out of context and ignore Plaintiffs' testimony provided under oath with the goal of unjustly denying Plaintiffs' Claim and avoid paying Plaintiffs for their covered loss.

24. Plaintiffs and Plaintiffs' counsel have worked tirelessly in an effort to amicably resolve this matter without the involvement of this Court. Unfortunately, Allstate continues to improperly deny coverage for this Claim based upon a false narrative of the loss and misrepresentations concerning coverage and Plaintiffs' actions, which amount to a breach of material terms of the Policy and damage Plaintiffs.²⁰

25. Despite available coverage under the Policy, clear estimated damages, Plaintiffs' diligence in protecting the Property, and Plaintiffs' proof of their valid claim, Allstate ignores the truth and denies coverage to avoid issuing funds, which it is

¹⁹ See Ex. 10.

²⁰ See Ex. 2.

obligated to pay, to Plaintiffs. It is clear that Allstate knowingly and intentionally completed an unreasonable investigation into the cause of Plaintiffs' unpaid claim.

26. Further, Allstate's performance of this results-based investigation of Plaintiffs' claim, led directly to a biased, unfair and inequitable evaluation of Plaintiffs' losses to the Property.

27. As a result of the above issues, Plaintiffs did not receive the coverage for which they had originally contracted with Allstate. Therefore, Plaintiffs have been forced to file this suit in order to prove Allstate's allegations against them are false, and to recover damages arising from the above-referenced conduct and from the unfair refusal to pay insurance benefits in accordance with the Policy.

28. As indicated in this Original Petition, Plaintiffs seek an extension to apply for any remaining replacement cost coverage as well as relief under the Policy, Texas common law, the Deceptive Trade Practices-Consumer Protection Act and the Texas Insurance Code.

V.
CLAIMS AGAINST ALLSTATE

29. Plaintiffs hereby incorporate by reference all facts and circumstances set forth under the foregoing paragraphs.

30. All acts by Allstate were undertaken and completed by its officers, agents, servants, employees, and representatives. Such were either done with the full authorization or ratification of Allstate and completed in its normal and routine course and scope of employment with Allstate.

Claim 1. Breach of Contract

31. According to the insurance coverage that Plaintiffs purchased from Allstate, Allstate had the absolute duty to reasonably investigate Plaintiffs' damages, and to properly pay Plaintiffs' policy benefits for the claims made due to the extensive storm-related damages.

32. As a result of the storm-related event, Plaintiffs suffered devastating damages under the Policy.

33. Despite objective evidence of such damages and no legitimate proof of misrepresentations or bad actions when acquiring the Policy, Allstate has breached its contractual obligations under the Policy by failing to pay Plaintiffs benefits relating to the cost to properly repair Plaintiffs' Property, as well as for related losses. As a result of this material breach, Plaintiffs have suffered actual and consequential damages.

Claim 2. Violations of the Texas DTPA & Tie-In Statutes

34. Allstate's collective actions constitute violations of the Texas Business & Commerce Code, colloquially known as the Texas Deceptive Trade Practices Act (the "DTPA"). Such violations include, at the very least, portions of Sections 17.46(b) and 17.50(a).

35. Specifically in violation of Section 17.46(b), Allstate collectively engaged in false, misleading, or deceptive acts or practices that included, but were not limited to:

- (5): Representing that its Policy, coverage and claim adjustment services had sponsorship, approval, characteristics, ingredients, uses, benefits or quantities which they did not have;

(7): Representing that its Policy, coverage and claim adjustment services were of a particular standard, quality, or grade, and that the Policy was of a particular style or model, when they were of another; and

(12): Representing that the Policy conferred or involved rights, remedies, or obligations which it did not have or involve.

36. Moreover, and specifically in violation of Section 17.50(a), Allstate collectively engaged in the use of false, misleading and deceptive acts or practices outlined above, to which Plaintiffs relied on to their detriment, in addition to engaging in the following:

(3): An unconscionable action or course of action; and

(4): Violating Chapter 541 of the Texas Insurance Code.

37. As described in this Original Petition, Allstate represented to Plaintiffs that the Policy and Allstate's adjusting and investigative services had characteristics or benefits that they actually did not have, which gives Plaintiffs the right to recover under Section 17.46(b)(5) of the DTPA.

38. As described in this Original Petition, Allstate represented to Plaintiffs that the Policy and Allstate's adjusting and investigative services were of a particular standard, quality, or grade when they were of another, which also stands in violation of Section 17.46(b)(7) of the DTPA.

39. By representing that Allstate would pay the entire amount needed (minus the Policy deductible) by Plaintiffs to repair the damages caused by the covered loss and then not doing so, Allstate has violated Sections 17.46(b)(5), (7), (12), and 17.50(a)(3) - (4) of the DTPA.

40. Allstate's actions, as described herein, are unconscionable in that it took advantage of Plaintiffs' lack of knowledge, ability, and experience to a grossly unfair degree. Allstate's unconscionable conduct gives Plaintiffs the right to relief under Section 17.50(a)(3) of the DTPA.

41. Allstate's conduct, acts, omissions, and failures, as described in this Original Petition, are violations of Chapter 541 of the Texas Insurance Code and are unfair practices in the business of insurance in violation of Section 17.50(a)(4) of the DTPA.

42. Plaintiffs are consumers, as defined under the DTPA, who purchased insurance products and services from Allstate. Plaintiffs relied upon the foregoing false, misleading, and deceptive acts or practices conducted by Allstate to their detriment.

43. Plaintiffs have also falsely been accused of breaching the Policy and misrepresenting and concealing materials facts pertaining to the property damage, policy application, and business conducted at the loss location. Plaintiffs have always been up front and honest in their conduct and were willing to work with Allstate to resolve their suspicions and questions. Plaintiffs were owed common decency by Allstate, and Allstate utilized illegitimate pieces of evidence and deceptive acts or practices to make a no coverage determination on this claim.

44. A direct and proximate result of Allstate's collective acts and conduct, Plaintiffs have been damaged in an amount in excess of the minimum jurisdictional limits of this Court, for which Plaintiffs now sue. All of the above-described acts,

omissions, and failures of Allstate are a producing cause of Plaintiffs' damages that are described in this Original Petition.

45. As a result of Allstate's collective actions and conduct that were committed knowingly and intentionally, Plaintiffs are entitled to recover, in addition to all damages described herein, mental anguish damages and additional penalty damages, in an amount not to exceed three times such actual damages, for Allstate having knowingly committed its conduct. Additionally, Plaintiffs are ultimately entitled to recover damages in an amount not to exceed three times the amount of mental anguish and actual damages due to Allstate having intentionally committed such conduct.

46. As a result of Allstate's unconscionable, misleading, and deceptive actions and conduct, Plaintiffs have been forced to retain the legal services of the undersigned attorneys to protect and pursue these claims on their behalf. Accordingly, Plaintiffs also seek to recover their costs and reasonable and necessary attorneys' fees as permitted under Section 17.50(d) of the Texas Business & Commerce Code, as well as any other such damages to which Plaintiffs may show themselves to be justly entitled at law and in equity.

Claim 3. Violations of Chapter 541 of the Texas Insurance Code

47. Allstate's actions constitute numerous violations of the Texas Insurance Code, including Sections 541.051, 541.060(a) and 541.061.

48. Under Section 541.051, Allstate committed the following unfair and deceptive acts or practices in the business of insurance:

(1)(A): Making statements misrepresenting the terms of the Policy; and

(1)(B): Making statements misrepresenting the benefits of the Policy.

49. Continuing, in violation of Section 541.060(a), Allstate engaged in certain unfair settlement practices with respect to a claim by an insured that include the following:

(1): Misrepresenting a material fact or policy provision relating to coverage;

(2)(A): Failing to make prompt, fair, and equitable settlement of a claim after the insurer's liability is established;

(3): Failing to promptly provide a reasonable explanation of the basis for denial of a claim or for the offer of a compromise settlement; and

(7): Refusing to pay a claim without conducting a reasonable investigation of the details of the claim.

50. Further, Allstate violated Section 541.061 of the Texas Insurance Code, by committing unfair and deceptive acts or practices in the business of insurance to misrepresent an insurance policy by:

(1): Making an untrue statement of material fact;

(2): Failing to state a material fact necessary to make other statements made not misleading, considering the circumstances under which the statements were made;

(3): Making a statement in a manner that would mislead a reasonably prudent person to a false conclusion of a material fact; and

(5): Failing to disclose a matter required by law to be disclosed, including failing to make a disclosure in accordance with another provision of this code.

Claim 4. Violations of Chapter 542 of the Texas Insurance Code

51. Allstate has violated Section 542.058 of Chapter 542 of the Texas Insurance Code in its failure to adhere to the statutorily-prescribed deadlines in the handling, adjustment and payment of insurance claims. More specifically, Allstate committed the following violations:

- (a): Failing to, after receiving all items, statements, and forms reasonably requested and required under Section 542.055, Allstate delayed payment of the claim for a period exceeding the period more than 60 days.

52. As a result of the above-referenced violations and acts committed by Allstate, and in accordance with Section 542.060 of the Texas Insurance Code, Allstate is liable to pay Plaintiffs, in addition to the amount of the claim, simple interest on the amount of the claim as damages each year at the rate determined on the date of judgment by adding five percent to the interest rate determined under Section 304.003, Finance Code, together with reasonable and necessary attorney's fees. Plaintiffs are also entitled to pre-judgment interest on the amount of the claim, as provided by law. Interest awarded under this subsection as damages accrues beginning on the date the claim was required to be paid.

53. Since a violation of the Texas Insurance Code is a direct violation of the DTPA, and because Allstate's actions and conduct were committed knowingly and intentionally, Plaintiffs are entitled to recover, in addition to all damages described herein, mental anguish damages and additional damages in an amount not to exceed

three times the amount of actual damages, for Allstate having knowingly committed such conduct.

54. As a result of Allstate's Texas Insurance Code violations, Plaintiffs have been forced to retain the legal services of the undersigned attorneys to protect and pursue these claims on their behalf. Accordingly, Plaintiffs also seek to recover their court costs, reasonable and necessary attorneys' fees as permitted under Section 17.50(d) of the Texas Business & Commerce Code or Section 541.152 of the Texas Insurance Code and any other such damages to which Plaintiffs may show themselves justly entitled by law and in equity.

Claim 5. Breach of the Common Law Duty of Good Faith & Fair Dealing

55. Allstate has breached its common law duty of good faith and fair dealing of Plaintiffs' claim by falsely accusing Plaintiffs of misrepresenting and concealing materials facts pertaining to the property damage, policy application, and business conducted at the loss location with no clear evidence supporting the same, inadequately adjusting Plaintiffs' claim, and failing to conduct a reasonable investigation to determine whether there was a reasonable basis for Allstate's coverage decision.

VI.
CONDITIONS PRECEDENT

56. Plaintiffs hereby incorporate by reference all facts and circumstances set forth under the foregoing paragraphs. All conditions precedent to recovery by Plaintiffs have been met or have occurred.

VII.
WAIVER & ESTOPPEL

57. Plaintiffs hereby incorporate by reference all facts and circumstances set forth under the foregoing paragraphs.

58. Allstate has waived and is estopped from asserting any defenses, conditions, exclusions, or exceptions to coverage not contained in any Reservation of Rights or denial letters to Plaintiffs

VIII.
DAMAGES

59. Allstate's acts have been the producing and/or proximate cause of damage to Plaintiffs, and Plaintiffs seek an amount in excess of the minimum jurisdictional limits of this Court. To be specific, Plaintiffs seek monetary relief of at least \$250,000 but not more than \$1,000,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees.

60. Furthermore, Allstate's conduct was committed knowingly and intentionally. Accordingly, Allstate is liable for additional damages under Section 17.50(b)(1) of the DTPA, as well as all operative provisions of the Texas Insurance Code. Plaintiffs are, thus, clearly entitled to statutory penalty interest damages allowed by Section 542.060 of the Texas Insurance Code.

IX.
ATTORNEY'S FEES

61. In addition, Plaintiff is entitled to all reasonable and necessary attorney's fees pursuant to the Texas Insurance Code, DTPA, and sections 38.001-38.005 of the Texas Civil Practice and Remedies Code.

62. Plaintiffs attorney's seek fees on a contingency fee basis. If the attorney's fees must be broken down into an hourly rate, Plaintiffs seek fees at \$450 per hour.

63. Attorney's fees are awarded to the party as part of the damages owed by an insurance company that violates Chapter 542 of the Texas Insurance Code. We believe it consistent with the statute's purpose to require the insurer to pay a contingency fee, which may be greater than an hourly fee. The spectre of large attorney's fees serves as additional incentive to the insurance company to respond promptly and diligently to its insured's claims. *Mid-Century Ins. Co. v. Barclay*, 880 S.W.2d 807 (Tex. App. 1994).

X.
JURY DEMAND

64. Plaintiffs demand a jury trial and tender the appropriate fee with this Original Petition.

XI.
RULE 193.7 NOTICE OF USE

65. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs hereby give actual notice to all parties that any and all documents produced may be used against the party producing the document at any pretrial proceeding and/or at the trial of this matter without the necessity of authenticating the documents.

PRAYER

Based upon the foregoing, Plaintiffs Muhammad Shahid and Ujala Haaris pray that judgment be entered against Defendant Allstate Indemnity Company, that Plaintiffs be awarded all of their actual damages, consequential damages, pre-

judgment interest, additional statutory damages, post-judgment interest, reasonable and necessary attorney's fees, court costs, and that Plaintiffs be further awarded all such other relief, general or specific, in law or in equity, whether pled or un-pled within this Original Petition, to which Plaintiffs may show themselves to be justly entitled.

Respectfully submitted,

THE VOSS LAW FIRM, P.C.

Jonathon G. Nixon

Jonathon G. Nixon

State Bar No. 24110165

jonathon@vossfirm.com

The Voss Law Center

26619 Interstate 45 South

The Woodlands, Texas 77380

Tel. (713) 861-0015

Fax. (713) 861-0021

**ATTORNEY FOR PLAINTIFFS,
MUHAMMAD SHAHID AND
UJALA HAARIS**

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Brittany Schmidt on behalf of Jonathon Nixon
Bar No. 24110165
brittany@vosslawfirm.com
Envelope ID: 95300917
Filing Code Description: Petition
Filing Description: Plaintiffs' Original Petition
Status as of 12/13/2024 2:05 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jonathon Nixon		jonathon@vosslawfirm.com	12/13/2024 1:31:07 PM	SENT
Brittany Schmidt		brittany@vosslawfirm.com	12/13/2024 1:31:07 PM	SENT

CAUSE NO. 202486725

COPY OF PLEADING PROVIDED BY PLT

RECEIPT NO: 1011828

TRACKING NO: 74417079

Plaintiff:
SHAHID, MUHAMMAD AND HAARIS, UJALA
vs.
Defendant:
ALLSTATE INDEMNITY COMPANY

In The 011th
Judicial District Court of
Harris County, Texas
201 CAROLINE
Houston, Texas

CITATION CORPORATE

THE STATE OF TEXAS
County of Harris

To: ALLSTATE INDEMNITY COMPANY (FOR-PROFIT CORPORATION) MAY BE SERVED BY ITS REGISTERED
AGENT C T CORPORATION SYSTEM
1999 BRYAN STREET STE 900, DALLAS TX 75201-3136 OR WHEREVER IT MAY BE FOUND

Attached is a copy of: PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on December 13, 2024 in the above cited cause number and court.
The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your Attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration date of 20 days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

This citation was issued on December 13, 2024, under my hand and seal of said court.

Issued at the request of:

NIXON, JONATHON GENE
808 TRAVIS, SUITE 1100

HOUSTON, TX 77002
713-632-1722

Bar Number: 24110165



Marilyn Burgess

Marilyn Burgess, District Clerk
Harris County, Texas
201 CAROLINE Houston Texas
77002
(PO Box 4651, Houston, Texas
77210)

Generated By:JAROD STIRRUP

Tracking Number: 74417079

CAUSE NUMBER: 202486725

PLAINTIFF: SHAHID, MUHAMMAD AND HAARIS, UJALA

In the 011th

vs.

Judicial District Court of

DEFENDANT: ALLSTATE INDEMNITY COMPANY

Harris County, Texas

OFFICER - AUTHORIZED PERSON RETURN

Came to hand at _____ o'clock ____ M. on the _____ day of _____, 20____. Executed at

(Address) _____ in

_____ County at _____ o'clock ____ M. On the _____ day of _____, 20____, by

Delivering to _____ defendant, in person, a true copy of this Citation together with the accompanying _____ copy (ies) of the «Attachment». Petition attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this _____ day of _____, 20__.

Fees \$ _____

By _____
Affiant

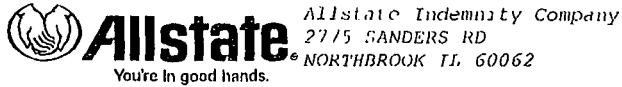
Deputy

On this day, _____, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, On this _____ day of _____, 20__.

Notary Public

Exhibit 2



VOSS LAW FIRM
26619 INTERSTATE 45
THE WOODLANDS TX 773801907

May 07, 2024

INSURED: MUHAMMAD SHAHID
DATE OF LOSS: January 16, 2024
CLAIM NUMBER: 0742346539 ATM

PHONE NUMBER: 972-915-5490
FAX NUMBER: 855-219-7494
OFFICE HOURS:

YOUR CLIENT(S): VOSS LAW FIRM

Dear VOSS LAW FIRM,

Allstate Indemnity Company, appreciates the opportunity to address the concerns raised by Attorney Beverly on behalf of our customers Muhammad Shahid and Ujala Harris. After completion of our investigation it has been concluded that the terms and conditions of the insurance policy were breached. We will include certified copies of the insurance policy, endorsements, notarized proof of loss and inventory form and denial letters for your review. We are unable to provide other requested documents without a subpoena due to our work product is proprietary.

Sincerely,

TAI MCKINNON

TAI MCKINNON
972-915-5490
Allstate Indemnity Company



[External] Claim No. 0742346539; Muhammad Shahid External Inbox



claims@claims.allstate.com

to erika, me

10:34 AM (0 minutes ago) ☆ ↶ ⋮

Hello,

Allstate Indemnity Company, appreciates the opportunity to address the concerns raised by Attorney Beverly on behalf of our customers Muhammad Shahid and Ujala Harris. After completion of our investigation it has been concluded that the terms and conditions of the insurance policy were breached. We will include certified copies of the insurance policy, endorsements, notarized proof of loss and inventory form and denial letters for your review. We are unable to provide other requested documents without a subpoena due to our work product is proprietary.

You will receive correspondence in the mail advising the same:

Thank you,

TAI MCKINNON

Allstate Indemnity Company

Phone: (972) 915-5490

Fax: (855) 219-7494

claims@claims.allstate.com

CONFIDENTIALITY/PRIVACY NOTICE: This e-mail, including any attachments, may contain personal, private and confidential information intended solely for use by the individual to whom it is addressed. If you are not the intended addressee, please be aware that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you received this message in error, please notify the sender immediately by e-mail and delete from your system.

**** Please do not delete your unique Conversation ID ****

*** Conversation ID: FR31db78943a1843 ***

From: erika@vosslawfirm.com

Sent: Wednesday, May 01, 2024 8:04 AM

To: claims@claims.allstate.com

CC: bryan@vosslawfirm.com

Subject: [External] Claim No. 0742346539; Muhammad Shahid

Good morning,

Exhibit 1



Allstate

You're in good hands.

Allstate Indemnity Company

PO BOX 672041

DALLAS TX 75267

MUHAMMAD SHAHID
17230 FABLE SPRINGS LN
CYPRESS TX 774336468

January 18, 2024

INSURED: MUHAMMAD SHAHID
DATE OF LOSS: January 16, 2024
CLAIM NUMBER: 0742346539 SPI

PHONE NUMBER: 800-349-5600
FAX NUMBER:

Claim Acknowledgement Letter

Dear MUHAMMAD SHAHID,

We are writing to let you know that we received your claim and started working on it. Losses are always difficult, but please be assured that we will work to resolve your claim quickly and fairly.

We wanted to let you know that we will need your help to accurately estimate your damages which includes your input on the age and condition of the items before they were damaged. The options for condition are "new", "above average", "average", and "below average". Information about age and condition is used, in part, to determine the amount of any depreciation that may be applicable. "Depreciation" refers to a decrease in an item's value due to age and condition and other factors. We look forward to discussing these details with you as well as whether your policy provides the replacement cost coverage option.

We have a dedicated team of claim professionals that can assist you during the claim process. Just so you are aware, one or more Allstate Indemnity Company representatives may contact you about different aspects of your claim.

We're here to help. If you need additional information, please visit [MyClaim.com](https://www.myclaim.com) or contact us.

Sincerely,

Your Claim Team

Your Claim Team
800-349-5600
Allstate Indemnity Company

Exhibit 4

Ujala Haaris

February 23, 2024

1 INSURANCE COMPANY : ALLSTATE INSURANCE COMPANY
2 INSURED : MUHAMMAD SHAHID
3 POLICY NO. : N/A
4 CLAIM NO. : 0742346539
5
6
7
8

9
10 EXAMINATION UNDER OATH OF
11 UJALA HAARIS
12 APPEARING REMOTELY
13 FEBRUARY 23, 2024
14
15

16
17
18
19
20 EXAMINATION UNDER OATH OF UJALA HAARIS, produced as a
21 witness at the instance of MAYELLA GONZALEZ, on behalf of
22 ALLSTATE INSURANCE COMPANY, taken remotely via machine
23 shorthand on the February 23, 2024, in Houston, County of
24 Harris, State of Texas, before Winette Smith, a Notary Public
25 in and for the State of Texas.

Ujala Haaris

February 23, 2024
Page 2

REMOTE APPEARANCES

FOR ALLSTATE INSURANCE COMPANY:

Mr. JORDAN KENNAMER-CHAPMAN

LAW OFFICES OF MAYELLA GONZALEZ

P.O. Box 224566

Dallas , Texas 75222

(713) 336-2800

Jordan.kennamer-chapman@allstate.com

ALSO PRESENT:

Name

TAI MCKINNON, CLAIM SPECIALIST

Ujala Haaris

February 23, 2024
Page 3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXAMINATION INDEX

PAGE

UJALA HAARIS

Examination by Jordan Kennamer-Chapman.....	4
Corrections & Signature.....	44
Certificate.....	46

EXHIBIT INDEX

NUMBER	DESCRIPTION	PAGE
Exhibit 1	Google Search	30
Exhibit 2	Google Search Result Photos	34
Exhibit 3	NPI Registration	35

Ujala Haaris

February 23, 2024
Page 4

1 THE REPORTER: We are on the record. Today's
2 date is Friday, February 23, 2024. The time is 1:00 p.m. This
3 is the examination under oath of UJALA HAARIS, and it is being
4 conducted remotely by agreement of the parties.

5 My name is Winette Smith with Magna Legal
6 Services. I am the court reporter. I will be administering
7 and reporting the examination under oath remotely by
8 stenographic means.

9 Would counsels please state their name and
10 appearance for the record.

11 JORDAN KENNAMER-CHAPMAN: Jordan
12 Kennamer-Chapman for Allstate.

13 UJALA HAARIS,
14 having been duly sworn, testified as follows:

15 EXAMINATION

16 BY JORDAN KENNAMER-CHAPMAN:

17 Q. Good afternoon. Would you please state your legal
18 name?

19 A. Ujala Haaris.

20 Q. Ms. Haaris, my name is Jordan Kennamer-Chapman as you
21 heard me say a little bit ago. I'm an attorney with Allstate.
22 On the zoom call with us today is Tai McKinnon. She's a claim
23 specialist with Allstate that's assigned to the claim we are
24 here to talk about, and that's specifically Allstate claim
25 number 0742346539.

Ujala Haaris

February 23, 2024
Page 5

1 Have you ever given a examination under oath or
2 a deposition before?

3 A. No, sir.

4 Q. Before I get started with the questions I need to go
5 over with you I'm going to kind of explain how this process
6 will work overall to make sure we're on the same page and make
7 it run a little bit more efficiently than it otherwise would.

8 Most importantly, a little bit ago you were
9 asked to raise your hand, swear to tell the truth, the whole
10 truth, and nothing but the truth, and you did that, correct?

11 A. Yes, sir.

12 Q. And do you understand that means you are testifying
13 under oath today?

14 A. Yes, sir.

15 Q. And do you understand that when you testify under
16 oath your testimony is subject to the criminal penalty of
17 perjury?

18 A. Yes.

19 Q. Given all of that, it's very important that you
20 understand my questions before you answer them. So if at any
21 point you don't for whatever reason, you couldn't hear me
22 because the audio cut out or I was talking softly or you could
23 hear me fine you just don't understand what I'm trying to ask
24 you, or whatever the case is, if you don't understand a
25 question will you please let me know so that I can clarify,

Ujala Haaris

February 23, 2024
Page 6

1 rephrase, repeat, or whatever else I need to do?

2 A. Sure.

3 Q. And unless you do that I will assume that when you
4 answer my questions you understood them; is that fair?

5 A. Yes, sir.

6 Q. The court reporter is taking down everything we are
7 saying and this will be reduced to a written transcript that
8 I'll talk a little bit more about in a minute.

9 But in order for us to get as accurate as a
10 transcript of your examination under oath today as possible
11 there's a few things that you and I need to try to do and not
12 do.

13 The big one is that she can only take down what
14 one of us is saying at a time so if you could please try to let
15 me finish my questions all the way through I'll do the same. I
16 will do my best to let you finish your answers before I start
17 my next question.

18 There will possibly be some instances where I
19 will unintentionally interrupt you, and in those instances I
20 will also probably catch it, stop, and let you finish whatever
21 it was you were saying. But in a rare event that I interrupt
22 you and don't let you finish what you are saying please let me
23 know and I will be happy to go back and let you finish whatever
24 it was you were saying before I cut you off, does that make
25 sense?

Ujala Haaris

February 23, 2024
Page 7

1 A. Yes, sir.

2 Q. And when your answering my questions today please try
3 to do so verbally with words. And that sounds kind of goofy
4 but really what I'm getting at is try not to shake or nod your
5 head or uh-uh or uh-huh as those seems to be hard to be
6 accurately reflected on the transcript.

7 In the event that you do shake or nod your head
8 or answer a question with uh-uh or uh-huh or something like
9 that, it's not the end of the world. I will catch it and ask
10 you to clarify. For example, if you were to shake your head I
11 would ask, is that a "no?" If you were to say uh-huh I would
12 say, is that a "yes?"

13 Again, that's just to make sure we get your
14 answers accurately reflected on the transcript and not me
15 trying to be difficult or rude or snarky or anything like that,
16 okay.

17 A. Of course.

18 Q. And similarly, there may be times that I ask you to
19 repeat an answer. If I do that it's because I couldn't hear it
20 or I think the court reporter might not have heard it
21 correctly. And again, that's just to make sure we understand
22 what your answers are and they are accurately reflected on the
23 transcript.

24 I also may ask you to spell things from
25 time-to-time. That is so the court reporter can spell them

Ujala Haaris

February 23, 2024
Page 8

1 accurately in the transcript. Kind of on that note, at the end
2 when we're all finished today you'll hear me say something
3 along the lines of, those are the all the questions I have and
4 we will conclude the examination under oath.

5 At that point if you can stay on the zoom call
6 for a minute because I will do my best to identify what I think
7 the court reporter might need spelling for but she may need
8 some other things that I didn't think of so that's when she
9 would ask you for those spellings, okay.

10 A. Sure.

11 Q. All right. Now before I get into the questions I
12 have a couple of housekeeping matters I need to go over. One,
13 do you have any documents or records in front of you that you
14 plan or relying on answering my questions today?

15 A. No, sir.

16 Q. Is there anybody else in the room that can overhear
17 the examination under oath?

18 A. No, sir.

19 Q. My understanding is that after taking your husband's
20 examination under oath y'all have two children, are either one
21 of them there with you?

22 A. No.

23 Q. Did you review any documentation or records in
24 preparation for your examination under oath today?

25 A. Not really.

Ujala Haaris

February 23, 2024
Page 9

1 Q. On that note, I'm just going to get some basic
2 background information from you and talk to you a little bit
3 more about that transcript. What is your date of birth?

4 A. 2/12/91.

5 Q. And what is your current residential address?

6 A. 17230 Fable Springs Lane, Cypress, Texas 77433.

7 Q. And how long have you lived at that address?

8 A. Like a year and some change.

9 Q. And who lives at that address with you?

10 A. Myself, my husband, and my two children.

11 Q. And what is a good e-mail address for you?

12 A. Haaris_shahid@hotmail.com.

13 Q. Could you spell that out?

14 A. H-A-A-R-I-S_S-H-A-H-I-D@hotmail.com.

15 Q. And what is your cellphone number?

16 A. (832) 374-4277.

17 Q. And in the last six months have you utilized any
18 other cellphone number besides that one?

19 A. Yes. I had a Kentucky number. I had to change that
20 number and I just got this one.

21 Q. When did you get that 832 number?

22 A. A couple of months ago.

23 Q. Was it in 2024 or before that?

24 A. It was before that.

25 Q. And what was the Kentucky number that you had before

Ujala Haaris

February 23, 2024
Page 10

1 the 832 number?

2 A. (502) 889-7260.

3 Q. And before you lived at that address on Fable Springs
4 Lane, what was your address?

5 A. 14 Adams Manor Court. That's in South Carolina.

6 Q. What city or town is that?

7 A. Around the Greenville area.

8 Q. And one of the reasons why I was asking for your
9 current residential address and your e-mail address, is once
10 the court reporter has an opportunity to finalize the
11 transcript -- usually it takes a couple of weeks, a copy is
12 going to be sent so you.

13 It may be sent via e-mail, it may be sent like a
14 hard copy to -- in the mail or via Fed Ex or UPS. I'll explain
15 why in just a second but as far as where that transcript is
16 sent to, is that the best e-mail address for us to send it to
17 you?

18 A. Yes, sir.

19 Q. And as far as if it's sent as a hard copy, is that
20 the best address to send it to?

21 A. Yes, sir. Fable Springs address.

22 Q. And the reason it's being sent to you is so you have
23 an opportunity to review it. And if you think that the court
24 reporter made any transcriptions errors there's a page at the
25 back that's pretty self-explanatory, but if you need help you

Ujala Haaris

February 23, 2024
Page 11

1 can contact Allstate or my office can help you out with it.

2 There's a page toward the back where you can
3 note any changes that you think need to be made to the
4 transcript due to the errors on the court reporter's part.

5 An example would be, if you say the color blue
6 but the transcript says boo like the sound a ghost makes, that
7 would be the type of error you can fix. What it's not for is
8 changing the substance of anything you say.

9 So let's say you said the color blue but you
10 actually meant to say green, that's not the kind of thing those
11 changes are for so you'll have that opportunity. And then
12 regardless of whether there are any changes that need to be
13 made to the transcript, at the very end of the transcript will
14 be a signature page.

15 It will say something along the lines of my name
16 is and it will have your name and you'll fill it in. I've had
17 an opportunity to review this; any changes I think need to be
18 made noted on the previous page, and you will sign it and send
19 it to back to whoever send it to you.

20 If it's sent via e-mail you can scan it and send
21 it that way. If it's sent to you in a hard copy it will
22 include a self-stamped envelope to put that page in and send it
23 back, does that all make sense?

24 A. Yes, it does.

25 Q. So continuing to go on with background questions,

Ujala Haaris

February 23, 2024
Page 12

1 what is your highest level of education?

2 A. I have a bachelor's.

3 Q. And what do you have that bachelor's in?

4 A. English.

5 Q. Is that the only bachelor's degree?

6 A. Yes.

7 Q. Do you have any associate's degrees?

8 A. No.

9 Q. At any point in your life have you obtained any
10 licenses or certificate or certifications in any professional
11 or special area?

12 A. No, sir.

13 Q. And are you currently employed?

14 A. No, sir.

15 Q. And when was the last time you were employed?

16 A. Quite a while ago before my kids were born.

17 Q. And it's my understanding your oldest is nine; is
18 that right?

19 A. Yeah. Like ten.

20 Q. What did you do the last time you were employed?

21 A. I worked at many jobs. The last one was with Verizon
22 Wireless. I was a sales associate.

23 Q. Have you ever worked for any healthcare type
24 business?

25 A. No, sir.

Ujala Haaris

February 23, 2024
Page 13

1 Q. So the claim that we are here in connection with
2 relates to some water damage caused by a frozen and busted
3 pipe; is that correct?

4 A. That is correct.

5 Q. And what address did that loss occur at?

6 A. 14902 Cactus Wren Drive.

7 Q. And is that a property that you and your husband own?

8 A. Yes, sir.

9 Q. All right. And when did you purchase it?

10 A. It was last year September some time.

11 Q. And what was -- When you purchased it, what did you
12 intend to use it for?

13 A. We were going to rent it out to a tenant whenever we
14 found one.

15 Q. And when did that pipe burst?

16 A. It was January 16th or the 17th. One of those two.

17 Q. Of 2024?

18 A. Correct. Yes, sir.

19 Q. Prior to that date, what steps did you or your
20 husband take to try to find a tenant to rent that property out?

21 A. We had some stuff we had to fix up in the house so
22 not really reaching out to anybody per se but we did let our
23 family members know and my cousin know that we had a house for
24 rent.

25 If you know anyone who knows or my brother knows

Ujala Haaris

February 23, 2024
Page 14

1 that would be great if we can rent it out.

2 Q. Okay. Do you currently have a tenant that you're
3 renting the property out to?

4 A. No. We had someone interested by like the end of
5 February. They actually reached out to me a couple of weeks
6 ago to let me know they had rented somewhere else to stay.

7 Q. And what amount were you seeking for rent for that
8 property?

9 A. Close to the 2000 mark. Give or take around that
10 area.

11 Q. And is that property subject to a homeowner's
12 association?

13 A. No. I don't think so but I'm not really sure.

14 Q. Do you know if that property on Cactus Wren falls
15 under any kind of zoning rules as far as what you can use the
16 property for?

17 A. No, sir. I'm not aware.

18 Q. In between the time or date that you purchased the
19 property and closed on it and when -- and by property I'm
20 referring to the property at Cactus Wren.

21 In between the time that you purchased it,
22 closed on it, and the date of loss for this claim on January
23 16th or 17th of 2024, did you use that property for anything
24 else besides trying to fix it up to rent it out?

25 A. No, sir.

Ujala Haaris

February 23, 2024
Page 15

1 Q. And what did you need to fix in the property when you
2 purchased it -- the repairs that you mentioned that you needed
3 to complete?

4 A. There were some walls that were damaged. They had
5 pictures up, like nail damage that needed to be fixed up and
6 painted. There were some kitchen things that needed to be
7 done.

8 I wanted to paint the kitchen cabinets. There
9 were a couple of things that we needed to do. I think there
10 were some pool issues too. Like the filter of the pool had a
11 issue we needed to get fixed for people that were going to live
12 there.

13 Q. And at the time that the pipe busted and the property
14 sustained that water damage, how far along were you as far as
15 completing the repairs and renovations that you needed to do?

16 A. We were almost done. We had to get the refrigerator
17 ordered and you know, as I said I wanted to paint the cabinets.

18 I didn't like the color. I wanted it more white
19 so it seemed more open. There were a couple of other things
20 but nothing major. Just like little bitty things that were
21 left that we needed to do.

22 Again, we were going to rent at the end of
23 February so we were trying to get things ready.

24 Q. So the plan was to rent it out by the end of
25 February?

Ujala Haaris

February 23, 2024
Page 16

1 A. Yes, sir.

2 Q. At any point have you or your husband listed the
3 property for rent on any kind of like rental site such as,
4 Houston Area Realtor, Zillow, or anything like that?

5 A. No, sir. For the time being it was basically just
6 word of mouth until we got the place ready.

7 Q. As far as the repairs and renovation work, is that
8 something y'all did yourself or did you hire people?

9 A. It was mostly my husband. He was doing the walls and
10 we hired someone to take care of the pool on a monthly basis.
11 And again, as I said it was a repair thing that had to happen
12 with the filters.

13 And the gate outside wasn't working so I was on
14 the phone with them trying to figure out the battery and stuff.
15 It was basically a team effort but I will give that to my
16 husband he did most of the work.

17 Q. During the time -- Scratch that. When did you
18 discover that the pipe had burst?

19 A. I think it was the 16th or the 17. Again, I'm not
20 sure of the date. I was out grocery shopping. I had to take
21 my mother to her appointment. I was almost done and I received
22 a call from my husband and he said the water company called and
23 there was a pipe burst outside.

24 I had to cancel my mom's appointment and I
25 rushed over there. The guys was in the back and he went ahead

Ujala Haaris

February 23, 2024
Page 17

1 and turned the water off and everything was good to go.

2 I actually wanted to go inside to check if that
3 one wall he had painted had dried and whenever I had opened the
4 door it was Niagara Falls in there. It was pretty bad.

5 Q. And so you said your husband called you and said he
6 had gotten a call from the water company?

7 A. Yes, sir. Correct.

8 Q. Did anybody else call you and tell you that there was
9 a water leak besides your husband?

10 A. No, sir. No one else did.

11 Q. And prior to receiving that call from your husband
12 saying hey look they said there was a water leak, when was the
13 last time that you had been to that property on Cactus Wren?

14 A. I would go there almost every day because I wanted to
15 get things ready. I was cleaning a lot, trying to get the
16 bedroom areas set up, I had to make the carpet thing. Just
17 little things I could do.

18 Just to let you know my mom is a transplant
19 patient so I was kind of like in and out of appointments going
20 there but it was basically almost every day if not ever
21 alternative day.

22 Q. And when you would go there almost every day like you
23 were describing, was it to -- I think you said to set up the
24 play room?

25 A. Yes.

Ujala Haaris

February 23, 2024
Page 18

1 Q. What other things would you be doing over there?

2 A. As I said, like cleaning on the outside, decorating,
3 I was shopping. I had some plants that I had to buy.
4 Decorations and all that good stuff.

5 Q. And how often would your husband go over to the
6 property prior to the leak or busted pipe happening?

7 A. He would go there after work mostly on the weekends.
8 He has every alternate Friday off. So mostly after work but
9 you know we would be there for a couple hours after work.

10 Mostly on the weekends I would say we really got
11 down to it. Of course I went to help paint. It was like a
12 team effort kind of thing.

13 Q. So prior to the date that you found out there was a
14 leak, who had been there -- between you and your husband who
15 had most recently been to the property?

16 A. It was me.

17 Q. And when you had most recently been there, had you
18 noticed any kind of water leaking from anywhere?

19 A. No, sir. It was a day prior I remember hearing about
20 the water freeze. I had actually gone there to wrap up the
21 pipes outside the house. I had a little blanket I wrapped it
22 up with and making sure that I turned on the taps and
23 everything so we can prevent what happened but it happened. Do
24 the best I could have done to prevent the pipe burst.

25 Q. And about what time did you get that call from your

Ujala Haaris

February 23, 2024
Page 19

1 husband?

2 A. Well, my mom's appointment was at 10:45 so around
3 9:30 to 10:00.

4 Q. And it's my understanding that you and your husband
5 have a couple of other rental properties in Kentucky; is that
6 right?

7 A. Yes, sir. We have two.

8 Q. And those properties in Kentucky that you rent out,
9 do you rent them out partially furnished or they're empty?

10 A. Partially furnished with the bedrooms and everything.
11 We leave that up and in the office area. We like to show them
12 the potential of the house if that makes sense.

13 And a play area for the kids so it seems homey
14 to the family. And you know, we have a office set up right now
15 for friends and family at my house. We try to kind of copy
16 that. We kind of copy what we're comfortable with to present
17 to other people to rent. Like we leave a sofa or recliner but
18 no major furnishings.

19 Q. And the property on Cactus Wren, was the plan to rent
20 it out empty or partially or fully furnished?

21 A. Partially furnished.

22 Q. What kind of stuff were you going to partially
23 furnish it with?

24 A. We had the living room and also the breakfast area
25 table, we had stools, the little play area. We were going to

Ujala Haaris

February 23, 2024
Page 20

1 leave the washer and dryer there, you know, stuff like that.

2 Q. And it sounds like in all three of your properties
3 you either rented them out with like a kids play area or you
4 intend to with respect to Cactus Wren, why do y'all have them
5 set up for children? Do you only rent to people with children?

6 A. Yeah. Mostly because, you know, our take is -- and I
7 try not to be bias about it but if you were to rent to college
8 students I don't prefer that because of the parties and stuff.
9 You can't really trust that so we tend to lean towards families
10 with children.

11 Q. When you purchased the property at Cactus Wren, was
12 it empty or was there still stuff inside?

13 A. There was a few things there. Washer and dryer, some
14 other stuffs. A couple of desk and chairs. Stuff like that.

15 Q. And was there anything on the walls?

16 A. No. My son likes to play with stickers and
17 everything. To keep him occupied we tried to make it a little
18 accommodating to them to when we are fixing it.

19 It's a empty place so kind of to make it a
20 friendly place for them so they can let us do our work until we
21 can rent it out.

22 Q. And so I want to make sure I'm understanding you
23 correctly. As far as anything that was on the walls in the
24 pictures that were submitted or taken as part of this claim,
25 those would be things that y'all added to the walls yourself?

Ujala Haaris

February 23, 2024
Page 21

1 A. I haven't seen the pictures but yeah I guess.

2 Q. And what kind of things did you have for your kids as
3 far as to keep them entertained while you were doing your work?

4 A. I had taken my son's trampoline, his scooter thing,
5 some other things. I was going to leave it there because I
6 wanted to make a little nook for the kiddos of the family but
7 most of it were my kids toys so they could stay entertained.

8 Q. Okay. And it is my understanding that you and your
9 husband formed a limited liability company also known as an LLC
10 toward the end of 2023; is that right?

11 A. Yes, sir.

12 Q. And the name of that LLC is Conquest Centers LLC?

13 A. Yes, sir.

14 Q. Why did y'all form that LLC?

15 A. We have been looking into the business doing market
16 research and everything. I feel it's a good lucrative business
17 and we were just looking into that. I love kids and I think I
18 would be able to do something to help a cause with down
19 syndrome and ADHD and stuff with autism.

20 Q. So what kind of business would it be?

21 A. It would be like a therapy center for people.

22 Q. And do you have any experience as a therapist?

23 A. No. I do not.

24 Q. What about your husband?

25 A. He does not.

Ujala Haaris

February 23, 2024
Page 22

1 Q. Okay. I guess if that's the case and neither of
2 y'all have any of that experience, what's the plan as far as
3 how you were going to operate that business?

4 A. We were going to hire people qualified to do it and
5 everything.

6 Q. I guess, what got you and your husband interested in
7 starting that kind of business?

8 A. Actually, I have a nephew who has developmental
9 disabilities and that's kind of what got me into this career
10 path.

11 Q. Okay. And you mentioned market research, how did you
12 go about researching that?

13 A. I hired someone in Pakistan. That's where we are
14 from. They were doing post, at least that's what I heard.
15 Some post online that they did. We also hired a guy to do a
16 website for us.

17 Just kind of see like the cost of course and --
18 It's basically really in a infancy stage so nothing too grand
19 that we did for that.

20 Q. Given that it's a healthcare related business, have
21 y'all registered it as far as to get a NPI number or a tax ID
22 or anything like that?

23 A. I'm not sure what that is.

24 Q. An NPI number is the number that -- It's a unique
25 number that's given to healthcare providers so that when they

Ujala Haaris

February 23, 2024
Page 23

1 bill insurance companies or medicare or medicaid there's a
2 number that's attached to that provider or to that facility to
3 be used in the billing processing. Do you know if that was
4 done?

5 A. I don't know.

6 Q. And what about a tax ID, do y'all have a tax ID for
7 that business?

8 A. I don't know. I'm so sorry.

9 Q. Have you and your husband filed your taxes yet for
10 the 2023 year?

11 A. I don't think so.

12 Q. When you and your husband file your taxes do you have
13 a tax ID number for the rental properties, like do you consider
14 that an enterprise?

15 A. To be honest with you he handles all of that. I
16 basically just take care of the house so I can't give you any
17 input on that to be honest with you.

18 Q. Do you know if you are going to be reporting any
19 income for Conquest Centers LLC?

20 A. No. It's not even functioning so I don't think so.

21 Q. We are switching gears a little bit. At the time
22 that the leak happened and you sustained the water damage last
23 month, were there any working security cameras at the property
24 on Cactus Wren?

25 A. There were. Yes, sir.

Ujala Haaris

February 23, 2024
Page 24

1 Q. Did the security footage save anywhere like a local
2 hard drive or to the cloud or anything like that?

3 A. All I know is it's motion sensors and we have to buy
4 some space on the cloud. I would imagine so it would be saved
5 on the cloud if my husband was to buy some space. I'm sure
6 he's done that. I'm not really sure if he did or not. I know
7 for sure it motion censored.

8 Q. And after the pipe burst and you reported it to
9 Allstate, it's my understanding that somebody from Allstate
10 came out to the property while you were there and reviewed the
11 damage and talked to you about it, do you recall that?

12 A. I do. Yes, sir.

13 Q. And do you recall when you were speaking to that
14 person that came out when you said you had last been there
15 prior to learning of the water damage?

16 A. It was quite a long conversation here and there.
17 Could you repeat or rephrase the question please.

18 Q. Yeah. Do you recall what you told that person that
19 came out from Allstate as far as when the last time you had
20 been to the property prior to coming over and finding the water
21 damage?

22 A. I don't recall. We spoke about it's possibly but no.
23 Not off the top of my head. I don't think I told him I was
24 here at this time.

25 Q. And when that person from Allstate came out, who was

Ujala Haaris

February 23, 2024
Page 25

1 there at the property beside you?

2 A. Myself and my contractors.

3 Q. What contractors?

4 A. The one -- Go Craft.

5 Q. And what were they working on?

6 A. They were taking off the bottom baseboards. As
7 directed by Allstate, we were told to do that just to prevent
8 mold. They were also fixing up the pipes in the attic area.
9 That's what I remember happening.

10 Q. As far as your discussions with the individual from
11 Allstate that came out, what do you remember being said between
12 y'all?

13 A. Well, he came to the property, I shook his hand, I
14 said it's a mess in there. He went outside and he looked
15 around and then immediately he started getting the water meter.

16 I think that's what it's called. And he had
17 told my contractor -- They gave me a really cheap one. They
18 were talking about that. It was like guy talk.

19 I was on my phone and then I came back and my --
20 He was looking at some of the damage in the living room area
21 and I had gone to the kitchen and I told him, hey, whenever it
22 happened my husband and I came and assessed the damage. The
23 doors and the kitchen had water in it.

24 And Mr. Emmanuel said I don't see any damage. I
25 gave him a wet paper towel that was inside the drawer and he

Ujala Haaris

February 23, 2024
Page 26

1 said I'll take a look at it. My contractor went ahead and told
2 him look it's swelling up over here. It was like a corner of
3 the cabinet and then he went, oh yeah, I'm going to write that
4 down.

5 After that he did some more stuff. I was
6 outside talking on the phone. He's doing his thing and he said
7 he will be there for a while and I kind of left. I had nothing
8 else to do and it was just guys there so I just left.

9 Q. Okay. I need to --

10 JORDAN KENNAMER-CHAPMAN: Let's go off the
11 record.

12 (Off the record at 1:46 p.m.)

13 REPORTER: We are back on the record at 1:50
14 p.m.

15 Q. (By Jordan Kennamer-Chapman) Okay. Ms. Haaris, one
16 of the reasons why I was asking you about the visit from that
17 Allstate representative after the loss, and I think you're
18 aware of this but according to that individual you had
19 mentioned to them that you hadn't been at the property for a
20 while and you had been using it as a daycare that they said you
21 said.

22 A. He lied.

23 Q. Okay. And so there's no truth to you saying that you
24 had been using it as a daycare?

25 A. That is correct. I never said that to him. I

Ujala Haaris

February 23, 2024
Page 27

1 e-mailed someone about that too.

2 Q. I have seen that e-mail and that's one of the reasons
3 I'm bringing it up. And one of the things you said in there --
4 and I don't want to misquote you so let me pull up the exact
5 thing.

6 In that e-mail says, she told me -- talking
7 about Janelle. She told me that Emmanuel Muniz called her and
8 told her about the interaction he and I had. I informed her
9 that was a complete lie and I told her we have a motion
10 detecting camera that records the front door and I can send her
11 the video of our interaction when he arrives to prove he is
12 lying. Did you ever send that video in?

13 A. I didn't get a chance to. After the incident I spoke
14 to my husband about it and he said that he in fact had not
15 bought that space on the cloud. So sadly I don't have that
16 video.

17 I was very sure I did but we don't. I have no
18 reason to lie. There's no reason for me to tell him I run a
19 daycare center here so whatever he said was a complete lie.

20 Q. And so have you at any point in your life ever run a
21 daycare?

22 A. No, sir.

23 Q. The Conquest Centers LLC that you were talking about
24 what kind of business it would be -- you may have said this and
25 I'm not remembering it, but your patients or clients for that

Ujala Haaris

February 23, 2024
Page 28

1 business they would be predominately children; is that right?

2 A. Not necessarily. I said people because we are not
3 going to discriminate with age. Anyone at any age would be
4 able to join the facility if they please.

5 Q. Have you reviewed that website that you hired that
6 guy to build?

7 A. Honestly I have not in a while. Reason being my aunt
8 was suffering from terminal cancer and she passed last Sunday
9 so I was honestly kind of dealing with that. I haven't gotten
10 a chance to review it. I had other things to deal with.

11 Q. Fair enough. And I'm sorry for your loss. So one of
12 the things that came up during Allstate's investigation of this
13 claim is what I'm going to show you right now. Can you see my
14 screen?

15 A. Yes, sir. I can.

16 Q. I searched Conquest Center LLC Texas. The name of
17 the LLC you and your husband started and when I searched that
18 and when I clicked on that one which is northwest of Houston it
19 gives me this information here.

20 And it list the address for Conquest Centers as
21 14902 Cactus Wren Lane in Tomball, Texas which is the house
22 where this loss occurred, correct?

23 A. Correct.

24 Q. Do you know why that address is associated with
25 Conquest Centers LLC?

Ujala Haaris

February 23, 2024
Page 29

1 A. So as I mentioned I had hired a guy from Pakistan and
2 I don't know if you're familiar but addresses that are written
3 over there is completed different than how we write them over
4 here.

5 Whenever I gave him the website he was telling
6 me I need to know how y'all write the address so I gave him my
7 Fable Spring one, this one, and the one in Kentucky just to
8 give him an idea. I guess he put it on there without my
9 permission. Again, I haven't dealt with him in a while so
10 maybe that's the reason why.

11 Q. Okay. What is that individual's name?

12 A. His name is Sajjad. I know him as SJ.

13 Q. Can you spell that first name?

14 A. S-S-A-J-J-A-D.

15 Q. And so it's your understanding that this information
16 that Google has when you search Conquest Centers LLC Texas is
17 information input by that individual that did the website?

18 A. I would imagine so. Yes, sir. He was looking over
19 these things. As I said, I haven't looked at these things for
20 a minute just because she was basically dying and I wanted to
21 be there for her and focus on that. If there are some
22 discrepancies that need to be addressed then yeah.

23 Q. And we will attach this as exhibit one. And it has
24 hours of operation, for example, it says closes at 5:30 p.m.,
25 do you know where those hours of operation came from?

Ujala Haaris

February 23, 2024
Page 30

1 A. It's just like a general idea that he might have.
2 Again, in Pakistan everything is closed on Friday so he was
3 asking me what hours do you work and I just basically gave him
4 like my husband use to work nine to five.

5 I gave him a basic idea and he went 30 minutes
6 above the five. I just gave him a basic idea of what I needed
7 and that's what he put.

8 (Exhibit No. 1 was marked.)

9 Q. Why was he needing hours of operation if y'all hadn't
10 even found a location for the business yet?

11 A. I mean, we don't have to have a location to figure
12 out hours of operation.

13 Q. I guess if you are in the beginning early stages of
14 that company you don't even have -- I think you said you were
15 going to hire somebody to be a therapist, why were you setting
16 hours of operation?

17 A. Because it was going to be a business. I'm really
18 not sure what you're trying to ask. Clearly it's going to be a
19 business and it's going to have hours of operation. I don't
20 know how to answer that.

21 We are doing everything as best as we know
22 trying to hire people. Going a little bit cheaper route going
23 out of the country but why would we not have hours of
24 operation?

25 Q. Well, because hours of operation -- Like it says it's

Ujala Haaris

February 23, 2024
Page 31

1 open if you look at the bottom where my curser is, but it's not
2 an open functioning business though, correct?

3 A. It's not. No. As I said, again, he must've just put
4 it on there. I don't think it's supposed to be online yet so I
5 will have to talk to him about that.

6 It's not supposed to be up and running right now
7 because it's the early -- maybe he did something that made it
8 available to public but it was not meant to be public.

9 Q. Okay. And then there's these pictures associated
10 with Conquest Centers, do you see those right here?

11 A. Yes. I do.

12 Q. What are they photos of?

13 A. It's the house.

14 Q. At Cactus Wren, right?

15 A. Yes.

16 Q. Do you know how those photos were provided and ended
17 up being linked to Conquest Centers like they are here?

18 A. I'm not sure. I provided him that address. From
19 what I see it's probably from the old owners like Zillow or
20 something. I really don't know where he got it from.

21 Q. I'm going to stop sharing my screen for a second.
22 Before I forget, have you gotten to know any of the neighbors
23 that live around that address on Cactus Wren?

24 A. No, sir.

25 Q. Have you ever spoken to any of the neighbors?

Ujala Haaris

February 23, 2024
Page 32

1 A. No. Just waved. That's it.

2 Q. Do you have any of their phone numbers?

3 A. No, sir.

4 Q. Did any of the water that leaked from your property
5 get onto any of the neighbor's property?

6 A. I don't think so. No.

7 Q. What I want to show you now -- Let me know when you
8 can see my screen.

9 A. I can see it.

10 Q. Those pictures that I was showing you on the Google
11 search result for Conquest Centers, if you click on them -- and
12 I've copied them and pasted them into a PDF. But if you click
13 on them it shows you who linked them to Conquest Centers. And
14 can you see that name right here that my cursor is on?

15 A. Yeah. I see it.

16 Q. That's your husband isn't it?

17 A. It is.

18 Q. And about three months ago he put this picture up for
19 Conquest Centers LLC as well as this one down here, and those
20 are both photos of the property at Cactus Wren; is that
21 correct?

22 A. No. Let me correct you. As I said, we had hired
23 someone and he has access to my Facebook and all that stuff.
24 And my husband has really nothing to hide so he probably did
25 it. It was not my husband.

Ujala Haaris

February 23, 2024
Page 33

1 Q. He has access to your husband's Google account?

2 A. Yeah.

3 Q. Let me see if I'm understanding you correctly. Why
4 do you believe that it was the individual you hired to make the
5 website instead of your husband that posted these photos of the
6 property at Cactus Wren in connection with Conquest Centers?

7 A. Because I had provided everything he would basically
8 need and whatever he asked for. And my husband works long
9 hours so he doesn't have the time to do that.

10 Q. Is your confidence that it was not your husband
11 having anything to do with the fact that y'all weren't using
12 this address for this business and therefore your husband
13 wouldn't have linked those photos to the account?

14 A. Could you repeat the question?

15 Q. Is your confidence that your husband is not the
16 person who linked these photos to Conquest Centers have
17 anything to do with the fact that y'all were not using this
18 property for Conquest Centers and therefore there would be no
19 reason for him to link them to Conquest Centers?

20 A. Absolutely.

21 Q. And what information did you provide that individual
22 who was helping y'all with the website and whatnot as far as
23 the property on Cactus Wren?

24 A. I gave him the address at the Fable Springs house, my
25 Kentucky address just to show him this is how we would write

Ujala Haaris

February 23, 2024
Page 34

1 the address, the name of the number, the name of the street.
2 Blah, blah, blah. Other than that I gave him my Google
3 password. Whatever he asked for that had to do with the
4 internet and his business.

5 Q. Did you provide him any photos of Cactus Wren?

6 A. No. I did not.

7 JORDAN KENNAMER-CHAPMAN: Okay. I will stop
8 sharing my screen and I will attach this as exhibit two.

9 (Exhibit No. 2 was marked.)

10 Q. So earlier I was asking you if you and your husband
11 ever obtained an NPI number for that business Conquest Centers
12 LLC and you explained that you didn't know what that meant?

13 So NPI stands for national provider identifier,
14 and it was part of -- it falls under the -- it's something that
15 was started with the Hipaa which you may or may not ever heard
16 of. It's an health insurance portability and accountability
17 act.

18 The reason I'm bringing all of this up again is
19 that when I conducted your husband's examination under oath he
20 confirmed that he did in fact register the LLC with the
21 national provider identifiers registry and got the NPI number
22 for the LLC.

23 And I want to show you what the NPI shows as far
24 as that registration. So this is a six page PDF and we will
25 attach it as exhibit three. And on page two there's a bunch of

Ujala Haaris

February 23, 2024
Page 35

1 information that's not all that helpful or relevant to what I
2 need to ask you about.

3 On page three it says, providers organization
4 name Conquest Centers. Provider first line business mailing
5 address 14902 Cactus Wren Drive in Tomball, Texas 77377.

6 Provider first line business practice location
7 address 14902 Cactus Wren Drive, and then provider business
8 practice location address phone number is (832) 374-4277, and
9 that's your cellphone number, correct?

10 A. That's correct. Yes, sir.

11 (Exhibit No. 3 was marked.)

12 Q. And now that I'm showing you all this, do you
13 remember being involved when your husband registered the LLC
14 for an NPI number?

15 A. No. I was never involved. I don't know what a NPI
16 is to be honest with you.

17 Q. And you would agree with me that according to the
18 records from that registration that we're looking at it does
19 show that the mailing address and the actual practice address
20 for that is 14902 Cactus Wren Drive, correct?

21 A. That's what it says, however, you know, when you're
22 online and you're filling out some stuff it's very possible
23 that mailing address got auto-copied somehow. Again, he knows
24 more than I do so I really have nothing to do with this.

25 Q. If it was auto-filled like you were just suggesting

Ujala Haaris

February 23, 2024
Page 36

1 it could've been -- wouldn't it be your Fable Springs Drive
2 address that would auto-fill on it and not the Cactus Wren
3 address?

4 A. No. If you see it says mailing address. The first
5 line of mailing address, it's very possible he wanted the mail
6 to go there and it just auto-filled the rest of the
7 application. It's a guess I really don't know.

8 Q. Do you know why he wanted the mail to go there if
9 y'all were going to rent out that property to somebody else?

10 A. Just to keep things separate until someone else gets
11 the house. Just to keep it separate from our mail here and not
12 get stuff confused.

13 Q. And y'all bought the property on Cactus Wren in
14 October?

15 A. Last year sometime in September or October. I'm not
16 sure exactly when we closed on it but it was last year around
17 September.

18 Q. Because this NPI number was obtained on September
19 11th of 2023, do you see that here?

20 A. I do.

21 Q. So at this point and like we said earlier this
22 examination under oath is under oath and carries with it the
23 potential criminal penalty of perjury. And at this point we
24 have seen that when your husband registered for this NPI number
25 in September of 2023 or obtained that NPI number he listed the

Ujala Haaris

February 23, 2024
Page 37

1 address as Cactus Wren.

2 If you do a Google search for that business
3 Conquest Centers LLC it comes up as Cactus Wren as the address
4 and then has photos of the property that were posted by an
5 account bearing your husband's name. And I know you explained
6 that you think it was the other guy --

7 A. I know it was the other guy.

8 Q. And then we have -- Okay. How do you know that?

9 A. Because I'm the one taking care of that aspect of the
10 business. He's not.

11 Q. Okay. I guess you gave him -- and by him I mean the
12 guy that was helping you with the internet stuff on the
13 website. You gave him your Google account information,
14 correct?

15 A. Mine and my husband.. Yes, sir..

16 Q. My question is, given the information combined with
17 the representation of the individual Emmanuel that came out for
18 Allstate and said you told him you were running a daycare out
19 of there, is there anything about your testimony so far that
20 you would like to change before we wrap up?

21 And I'm not quite done yet but I want to give
22 you that opportunity before we go any further.

23 A. Absolutely not. He completely lied about it. I
24 never said that to him. I don't know why he said that or why
25 he's doing what he's doing. I'm not sure what question you're

Ujala Haaris

February 23, 2024
Page 38

1 asking exactly but talking about him he lied. What's your
2 other question?

3 Q. No. My question is simply if there's anything now
4 that you have seen this information about the NPI number, and
5 the Google search results and that kind of thing, and the stuff
6 that we've gone over, and given that your testimony is under
7 oath here, is there anything before we finish that you wanted
8 to change or go back and revise any of your testimony from
9 earlier?

10 A. The NPI has nothing to do with me. I don't know what
11 it is or what it stands for so I can't comment on that but
12 everything else I said I stand by it.

13 Q. Okay. I need about 15 minutes to go over everything
14 that we've talked about and some other notes and make sure I've
15 covered all my basis as far as what Allstate wants me to talk
16 to you about. We will go off the record and come back about
17 2:30.

18 (Off the record at 2:16 p.m.)

19 REPORTER: We are back on the record at 2:31
20 p.m.

21 Q. (By Jordan Kennamer-Chapman) Ms. Haaris, We are back
22 on the record now and you're still under oath. Do you
23 understand both of these things?

24 A. Yes, sir.

25 Q. Not too much to go over with you. I wanted to talk

Ujala Haaris

February 23, 2024
Page 39

1 to you a little bit more about your interactions with Emmanuel
2 from Allstate. And of course we talked about when he came out
3 to the property, did you ever speak to him on the phone after
4 that?

5 A. Yes. Once.

6 Q. Do you remember what was said between y'all on this
7 subsequent phone call?

8 A. He just said that our property was under
9 investigation and he was going to be out of town for the next
10 four days and not to bother him. And then he said that he had
11 sent a letter regarding the investigation and I told him okay.

12 Q. What did he tell you the reason it was being
13 investigated?

14 A. He didn't tell me.

15 Q. Did you ask?

16 A. No.

17 Q. So he did not tell you it was being investigated due
18 to the representation that he says -- I know you refuted but
19 that he says you made when he visited the property that you
20 were using the property as a daycare?

21 A. I don't remember that on the phone call.

22 Q. Okay. When did you find out that there was a
23 suspicion that the property had been being used as a daycare?

24 A. So Janelle had called my husband even though we were
25 told by Allstate Janelle had nothing to do with this. I was

Ujala Haaris

February 23, 2024
Page 40

1 trying to get in touch with somebody because Mr. Emmanuel was
2 not to be -- I couldn't talk to him for the next four days.

3 And she had called my husband saying Emmanuel
4 had said whenever I had opened I door I shook his hand and I
5 said, oh, I run a daycare here. That doesn't make sense.

6 Anyway, she was telling him that's what your
7 wife said to me. Why not call me? Why is she calling my
8 husband? But anyway, so of course that's not a fact and he
9 told her why would she even say that.

10 And then I called Janelle and I was like what's
11 going on? Why are there being words put into my mouth? I was
12 sure I had the video of our interaction whenever he had said
13 alledgedly what I had said to him.

14 Sadly I don't but that's how I found out that he
15 was lying and putting words into my mouth in the event that it
16 never happened.

17 Q. Okay. So I want to go through a few things and make
18 sure that your positions are clear on them. So when Emmanuel
19 said that you told him you were running a daycare out of that
20 residence where the loss happened that is not true?

21 A. This is not true. I never said that.

22 Q. Did you ever tell Emmanuel that the water had been
23 running for two days before it was discovered?

24 A. No. I never said that.

25 Q. Did you ever tell Emmanuel that you had not been at

Ujala Haaris

February 23, 2024
Page 41

1 the property for a period of time because the kids at the
2 daycare were on break?

3 A. No. I didn't say that. In fact I told him I was just
4 here. I had wrapped all the pipes. I had turned all the water
5 on. I don't even know how this happened so I don't know why he
6 would even say that but knowing him whatever.

7 Q. And did you ever tell Emmanuel that you learned of
8 the water leaking from your neighbor next door?

9 A. No, sir. I never said that. That didn't happen.

10 Q. Did you ever tell Emmanuel that your neighbor had
11 reported to you that there was water coming out of your
12 detached garage and flowing into your neighbor's property?

13 A. No. I never said that to him.

14 Q. And we talked about this a minute ago but sitting
15 here today, you don't remember Emmanuel ever telling you that
16 the claim was being further investigated due to the alleged
17 representation of it was being used as a daycare, he never told
18 you that?

19 A. I don't think he did. I just remember him telling me
20 they wanted to make sure it wasn't vacant. I mean, off the top
21 of my head that's what I remember. And he said that he was
22 going to send a letter where we have to provide utility bills
23 to prove that we were in fact taking care of the property.
24 That's all I remember to be honest with you.

25 Q. Okay. Do you recall ever telling Emmanuel --

Ujala Haaris

February 23, 2024
Page 42

1 specifically Emmanuel that you were not using the property as a
2 daycare?

3 A. There was no talk of a daycare. I don't even know
4 why that came up out of his mouth. I remember opening the door
5 and I shook his hand and said it's a mess in there. That's all
6 I said to him.

7 The rest was mostly a conversation with my
8 contractor. Any other conversation was before we showed up he
9 had said he had a pipe burst at his property in College Station
10 and we were talking about stuff happens.

11 I shook his hand and told him it's a mess in
12 there and the rest was basically with my contractor. I really
13 didn't talk to him after that besides the fact whenever I
14 pointed out how there was leakage in there.

15 Q. Okay. A few times today you have referenced -- I
16 will characterize it as frustration with how Emmanuel from
17 Allstate has been as far as handling this claim, is there
18 anything else about his conduct one way or the other that you
19 have an issue with besides what we've already discussed today?

20 A. No. I think any human being would be absolutely
21 upset at something that never uttered out of their mouth. I'm
22 very disappointed in what he had said and lying.

23 Of course he's an Allstate representative but
24 lying is not the right thing to do. It's unethical to be
25 honest with you. I don't really care for him to be honest. I

Ujala Haaris

February 23, 2024
Page 43

1 never said that and I'm a very honest person and I don't like
2 when people lie about me or lie about what I have said. That's
3 one of my pet peeves.

4 Q. Okay. Fair enough.

5 JORDAN KENNAMER-CHAPMAN: Tai, is there anything
6 else you want me to ask Ms. Haaris about?

7 TAI MCKINNON: No. That's all.

8 JORDAN KENNAMER-CHAPMAN: In that case we will
9 conclude the examination under oath and go off the record.

10 (Off the record at 2:39 p.m.)
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Ujala Haaris

February 23, 2024
Page 44

WITNESS CORRECTIONS AND SIGNATURE

Please indicate changes on this sheet of paper, giving the change, page number, line number and reason for the change. Please sign each page of changes.

PAGE/LINE	CORRECTION	REASON FOR CHANGE
-----------	------------	-------------------

UJALA HAARIS

Ujala Haaris

February 23, 2024
Page 45

1 I, UJALA HAARIS, have read the foregoing transcript and
2 hereby affix my signature that same is true and correct, except
3 as noted above on the previous pages(s), and that I am signing
4 this before a Notary Public

7 UJALA HAARIS

8 THE STATE OF Texas)

9 COUNTY OF Harris)

11 Before me, Winette Smith, on this day personally appeared,
12 UJALA HAARIS, known to me or proved to me under oath or through
13 (description of identity card or other
14 document), to be the person whose name is subscribed to the
15 foregoing instrument and acknowledged to me that they executed
16 the same for the purposes and consideration therein expressed.

18 Given under my hand and seal of office on this, the 23rd
19 day of February, 2024.

23 Notary Public in and for

24 The State of Texas

25 Commission Expires: 04/30/2027

Ujala Haaris

February 23, 2024
Page 46

1 INSURANCE COMPANY : ALLSTATE INSURANCE COMPANY
2 INSURED : MUHAMMAD SHAHID
3 POLICY NO. : N/A
4 CLAIM NO. : 0742346539
5

6 CERTIFICATION TO THE
7 EXAMINATION UNDER OATH OF
8 UJALA HAARIS
9 TAKEN ON FEBRUARY 23, 2024
10
11
12
13
14

15 I, Winette Smith, Notary Public in and for the State of
16 Texas, hereby certify that this examination under oath
17 transcript is a true record of the testimony given by with
18 witness named herein, after said witness was duly
19 sworn/affirmed by me.

20 I further certify that I am neither attorney nor counsel
21 for, related to, nor employed by any of the parties to the
22 action in which this testimony was taken. Further, I am not a
23 relative or employee of any attorney of record in this cause,
24 nor do I have a financial interest in the action.

25 The original examination under oath transcript was

Ujala Haaris

February 23, 2024
Page 47

1 delivered to the attorney party who asked the first question
2 appearing in the transcript on February 23, 2024. JORDAN
3 KENNAMER-CHAPMAN, was the counsel present at the time of the
4 taking of this examination under oath.

5
6
7
8
9
10
11
12 
13

14 WINETTE SMITH

15 Notary Public in and for

16 The State of Texas

17 My Commission expires 04/30/2027

18
19
20 Magna Legal Services

21 700 Milam St. Ste. 1300

22 Houston, Texas 77002

23 866 624-6221

24 WWW.MagnaLS.com
25



Schedule a Deposition:

Scheduling@MagnaLS.com | 866-624-6221

Order a Transcript:

CustomerService@MagnaLS.com | 866-624-6221

General Billing Inquiries:

ARTeam@MagnaLS.com | 866-624-6221

Scheduling Operations Manager:

Patricia Gondor (E: PGondor@MagnaLS.com | C: 215-221-9566)

Customer Care:

Cari Hartley (E: CHartley@MagnaLS.com | C: 843-814-0841)

Director of Production Services:

Ron Hickman (E: RHickman@MagnaLS.com | C: 215-982-0810)

National Director of Discovery Support Services:

Carmella Mazza (E: CMazza@MagnaLS.com | C: 856-495-1920)

Billing Manager:

Maria Capetola (E: MCapetola@MagnaLS.com | C: 215-292-9603)

Director of Sales Operations:

Kristina Moukina (E: KMoukina@MagnaLS.com | C: 215-796-5028)



Ujala Haaris

February 23, 2024
Index: 0742346539..aunt

0	5	afternoon 4:17
0742346539 4:25	502 889-7260 10:2	age 28:3
1	5:30 29:24	agree 35:17
1 30:8	7	agreement 4:4
10:00 19:3	77377 35:5	ahead 16:25 26:1
10:45 19:2	77433 9:6	allegedly 40:13
11th 36:19	8	alleged 41:16
14 10:5	832 9:21 10:1	Allstate 4:12,21,23,24 11:1 24:9, 19,25 25:7,11 26:17 37:18 38:15 39:2,25 42:17,23
14902 13:6 28:21 35:5,7,20	832 374-4277 9:16 35:8	Allstate's 28:12
15 38:13	9	alternate 18:8
16th 13:16 14:23 16:19	9:30 19:3	alternative 17:21
17 16:19	A	amount 14:7
17230 9:6	absolutely 33:20 37:23 42:20	answering 7:2 8:14
17th 13:16 14:23	access 32:23 33:1	answers 6:16 7:14,22
1:00 4:2	accommodating 20:18	appearance 4:10
1:46 26:12	account 33:1,13 37:5,13	application 36:7
1:50 26:13	accountability 34:16	appointment 16:21,24 19:2
2	accurate 6:9	appointments 17:19
2 34:9	accurately 7:6,14,22 8:1	area 10:7 12:11 14:10 16:4 19:11, 13,24,25 20:3 25:8,20
2/12/91 9:4	act 34:17	areas 17:16
2000 14:9	actual 35:19	arrives 27:11
2023 21:10 23:10 36:19,25	Adams 10:5	aspect 37:9
2024 4:2 9:23 13:17 14:23	added 20:25	assessed 25:22
23 4:2	address 9:5,7,9,11 10:3,4,9,16,20, 21 13:5 28:20,24 29:6 31:18,23 33:12,24,25 34:1 35:5,7,8,19,23 36:2,3,4,5 37:1,3	assigned 4:23
2:16 38:18	addressed 29:22	associate 12:22
2:30 38:17	addresses 29:2	associate's 12:7
2:31 38:19	ADHD 21:19	association 14:12
2:39 43:10	administering 4:6	assume 6:3
3		attach 29:23 34:8,25
3 35:11		attached 23:2
30 30:5		attic 25:8
		attorney 4:21
		audio 5:22
		aunt 28:7

Ujala Haaris

February 23, 2024
Index: autism..comment**autism** 21:19**auto-copied** 35:23**auto-fill** 36:2**auto-filled** 35:25 36:6**aware** 14:17 26:18

B

bachelor's 12:2,3,5**back** 6:23 10:25 11:2,19,23 16:25
25:19 26:13 38:8,16,19,21**background** 9:2 11:25**bad** 17:4**baseboards** 25:6**basic** 9:1 30:5,6**basically** 16:5,15 17:20 22:18
23:16 29:20 30:3 33:7 42:12**basis** 16:10 38:15**battery** 16:14**bearing** 37:5**bedroom** 17:16**bedrooms** 19:10**beginning** 30:13**bias** 20:7**big** 6:13**bill** 23:1**billing** 23:3**bills** 41:22**birth** 9:3**bit** 4:21 5:7,8 6:8 9:2 23:21 30:22
39:1**bitty** 15:20**blah** 34:2**blanket** 18:21**blue** 11:5,9**boo** 11:6**born** 12:16**bother** 39:10**bottom** 25:6 31:1**bought** 27:15 36:13**break** 41:2**breakfast** 19:24**bringing** 27:3 34:18**brother** 13:25**build** 28:6**bunch** 34:25**burst** 13:15 16:18,23 18:24 24:8
42:9**business** 12:24 21:15,16,20 22:3,
7,20 23:7 27:24 28:1 30:10,17,19
31:2 33:12 34:4,11 35:4,6,7 37:2,
10**busted** 13:2 15:13 18:6**buy** 18:3 24:3,5

C

cabinet 26:3**cabinets** 15:8,17**Cactus** 13:6 14:14,20 17:13 19:19
20:4,11 23:24 28:21 31:14,23
32:20 33:6,23 34:5 35:5,7,20 36:2,
13 37:1,3**call** 4:22 8:5 16:22 17:6,8,11 18:25
39:7,21 40:7**called** 16:22 17:5 25:16 27:7 39:24
40:3,10**calling** 40:7**camera** 27:10**cameras** 23:23**cancel** 16:24**cancer** 28:8**care** 16:10 23:16 37:9 41:23 42:25**career** 22:9**Carolina** 10:5**carpet** 17:16**carries** 36:22**case** 5:24 22:1 43:8**catch** 6:20 7:9**caused** 13:2**cellphone** 9:15,18 35:9**censored** 24:7**center** 21:21 27:19 28:16**Centers** 21:12 23:19 27:23 28:20,
25 29:16 31:10,17 32:11,13,19
33:6,16,18,19 34:11 35:4 37:3**certificate** 12:10**certifications** 12:10**chairs** 20:14**chance** 27:13 28:10**change** 9:8,19 37:20 38:8**changing** 11:8**characterize** 42:16**cheap** 25:17**cheaper** 30:22**check** 17:2**children** 8:20 9:10 20:5,10 28:1**city** 10:6**claim** 4:22,23,24 13:1 14:22 20:24
28:13 41:16 42:17**clarify** 5:25 7:10**cleaning** 17:15 18:2**clear** 40:18**click** 32:11,12**clicked** 28:18**clients** 27:25**Close** 14:9**closed** 14:19,22 30:2 36:16**closes** 29:24**cloud** 24:2,4,5 27:15**college** 20:7 42:9**color** 11:5,9 15:18**combined** 37:16**comfortable** 19:16**comment** 38:11

Ujala Haaris

February 23, 2024

Index: companies..entertained

companies 23:1	covered 38:15	discovered 40:23
company 16:22 17:6 21:9 30:14	Craft 25:4	discrepancies 29:22
complete 15:3 27:9,19	criminal 5:16 36:23	discriminate 28:3
completed 29:3	current 9:5 10:9	discussed 42:19
completely 37:23	curser 31:1	discussions 25:10
completing 15:15	cursor 32:14	documentation 8:23
conclude 8:4 43:9	cut 5:22 6:24	documents 8:13
conduct 42:18	Cypress 9:6	door 17:4 27:10 40:4 41:8 42:4
conducted 4:4 34:19		doors 25:23
confidence 33:10,15	<hr/> D <hr/>	drawer 25:25
confirmed 34:20	damage 13:2 15:5,14 23:22 24:11, 15,21 25:20,22,24	dried 17:3
confused 36:12	damaged 15:4	drive 13:6 24:2 35:5,7,20 36:1
connection 13:1 33:6	date 4:2 9:3 13:19 14:18,22 16:20 18:13	dryer 20:1,13
Conquest 21:12 23:19 27:23 28:16,20,25 29:16 31:10,17 32:11, 13,19 33:6,16,18,19 34:11 35:4 37:3	day 17:14,20,21,22 18:19	due 11:4 39:17 41:16
contact 11:1	daycare 26:20,24 27:19,21 37:18 39:20,23 40:5,19 41:2,17 42:2,3	duly 4:14
continuing 11:25	days 39:10 40:2,23	dying 29:20
contractor 25:17 26:1 42:8,12	deal 28:10	<hr/> E <hr/>
contractors 25:2,3	dealing 28:9	e-mail 9:11 10:9,13,16 11:20 27:2, 6
conversation 24:16 42:7,8	dealt 29:9	e-mailed 27:1
copied 32:12	decorating 18:2	earlier 34:10 36:21 38:9
copy 10:11,14,19 11:21 19:15,16	Decorations 18:4	early 30:13 31:7
corner 26:2	degree 12:5	education 12:1
correct 5:10 13:3,4,18 17:7 26:25 28:22,23 31:2 32:21,22 35:9,10,20 37:14	degrees 12:7	efficiently 5:7
correctly 7:21 20:23 33:3	deposition 5:2	effort 16:15 18:12
cost 22:17	describing 17:23	Emmanuel 25:24 27:7 37:17 39:1 40:1,3,18,22,25 41:7,10,15,25 42:1,16
could've 36:1	desk 20:14	employed 12:13,15,20
counsels 4:9	detached 41:12	empty 19:9,20 20:12,19
country 30:23	detecting 27:10	end 7:9 8:1 11:13 14:4 15:22,24 21:10
couple 8:12 9:22 10:11 14:5 15:9, 19 18:9 19:5 20:14	developmental 22:8	ended 31:16
court 4:6 6:6 7:20,25 8:7 10:5,10, 23 11:4	difficult 7:15	English 12:4
cousin 13:23	directed 25:7	enterprise 23:14
	disabilities 22:9	entertained 21:3,7
	disappointed 42:22	
	discover 16:18	

Ujala Haaris

February 23, 2024
Index: envelope..helping

envelope 11:22	fine 5:23	goofy 7:3
error 11:7	finish 6:15,16,20,22,23 38:7	Google 29:16 32:10 33:1 34:2 37:2,13 38:5
errors 10:24 11:4	finished 8:2	grand 22:18
event 6:21 7:7 40:15	fix 11:7 13:21 14:24 15:1	great 14:1
exact 27:4	fixed 15:5,11	green 11:10
examination 4:3,7,15 5:1 6:10 8:4,17,20,24 34:19 36:22 43:9	fixing 20:18 25:8	Greenville 10:7
exhibit 29:23 30:8 34:8,9,25 35:11	flowing 41:12	grocery 16:20
experience 21:22 22:2	focus 29:21	guess 21:1 22:1,6 29:8 30:13 36:7 37:11
explain 5:5 10:14	footage 24:1	guy 22:15 25:18 28:6 29:1 37:6,7, 12
explained 34:12 37:5	forget 31:22	guys 16:25 26:8
<hr/>		
F	form 21:14	H
Fable 9:6 10:3,21 29:7 33:24 36:1	formed 21:9	H-a-a-r-i-s_s-h-a-h-i-d@
Facebook 32:23	formed 21:9	hotmail.com. 9:14
facility 23:2 28:4	found 13:14 18:13 30:10 40:14	Haaris 4:3,13,19,20 26:15 38:21 43:6
fact 27:14 33:11,17 34:20 40:8 41:3,23 42:13	freeze 18:20	Haaris_shahid@hotmail.com. 9:12
fair 6:4 28:11 43:4	Friday 4:2 18:8 30:2	hand 5:9 25:13 40:4 42:5,11
falls 14:14 17:4 34:14	friendly 20:20	handles 23:15
familiar 29:2	friends 19:15	handling 42:17
families 20:9	front 8:13 27:10	happen 16:11 41:9
family 13:23 19:14,15 21:6	frozen 13:2	happened 18:23 23:22 25:22 40:16,20 41:5
February 4:2 14:5 15:23,25	frustration 42:16	happening 18:6 25:9
Fed 10:14	fully 19:20	happy 6:23
feel 21:16	functioning 23:20 31:2	hard 7:5 10:14,19 11:21 24:2
figure 16:14 30:11	furnish 19:23	head 7:5,7,10 24:23 41:21
file 23:12	furnished 19:9,10,20,21	health 34:16
filed 23:9	furnishings 19:18	healthcare 12:23 22:20,25
fill 11:16	<hr/>	
filling 35:22	G	hear 5:21,23 7:19 8:2
filter 15:10	garage 41:12	heard 4:21 7:20 22:14 34:15
filters 16:12	gate 16:13	hearing 18:19
finalize 10:10	gave 25:17,25 29:5,6 30:3,5,6 33:24 34:2 37:11,13	helpful 35:1
find 13:20 39:22	gears 23:21	helping 33:22 37:12
finding 24:20	general 30:1	
	ghost 11:6	
	give 14:9 16:15 23:16 29:8 37:21	
	good 4:17 9:11 17:1 18:4 21:16	

Ujala Haaris

February 23, 2024

Index: hey..live

hey 17:12 25:21**hide** 32:24**highest** 12:1**Hippa** 34:15**hire** 16:8 22:4 30:15,22**hired** 16:10 22:13,15 28:5 29:1
32:22 33:4**homeowner's** 14:11**homey** 19:13**honest** 23:15,17 35:16 41:24
42:25 43:1**honestly** 28:7,9**hours** 18:9 29:24,25 30:3,9,12,16,
19,23,25 33:9**house** 13:21,23 18:21 19:12,15
23:16 28:21 31:13 33:24 36:11**housekeeping** 8:12**Houston** 16:4 28:18**human** 42:20**husband** 9:10 13:7,20 16:2,9,16,
22 17:5,9,11 18:5,14 19:1,4 21:9,
24 22:6 23:9,12 24:5 25:22 27:14
28:17 30:4 32:16,24,25 33:5,8,10,
12,15 34:10 35:13 36:24 37:15
39:24 40:3,8**husband's** 8:19 33:1 34:19 37:5

I

ID 22:21 23:6,13**idea** 29:8 30:1,5,6**identifier** 34:13**identifiers** 34:21**identify** 8:6**imagine** 24:4 29:18**immediately** 25:15**important** 5:19**importantly** 5:8**incident** 27:13**include** 11:22**income** 23:19**individual** 25:10 26:18 29:17 33:4,
21 37:17**individual's** 29:11**infancy** 22:18**information** 9:2 28:19 29:15,17
33:21 35:1 37:13,16 38:4**informed** 27:8**input** 23:17 29:17**inside** 17:2 20:12 25:25**instances** 6:18,19**insurance** 23:1 34:16**intend** 13:12 20:4**interaction** 27:8,11 40:12**interactions** 39:1**interested** 14:4 22:6**internet** 34:4 37:12**interrupt** 6:19,21**investigated** 39:13,17 41:16**investigation** 28:12 39:9,11**involved** 35:13,15**issue** 15:11 42:19**issues** 15:10

J

Janelle 27:7 39:24,25 40:10**January** 13:16 14:22**jobs** 12:21**join** 28:4**Jordan** 4:11,16,20 26:10,15 34:7
38:21 43:5,8

K

Kennamer-chapman 4:11,12,16,
20 26:10,15 34:7 38:21 43:5,8**Kentucky** 9:19,25 19:5,8 29:7
33:25**kiddos** 21:6**kids** 12:16 19:13 20:3 21:2,7,17
41:1**kind** 5:5 7:3 8:1 11:10 14:15 16:3
17:19 18:12,18 19:15,16,22 20:19
21:2,20 22:7,9,17 26:7 27:24 28:9
38:5**kitchen** 15:6,8 25:21,23**knowing** 41:6

L

Lane 9:6 10:4 28:21**leak** 17:9,12 18:6,14 23:22**leakage** 42:14**leaked** 32:4**leaking** 18:18 41:8**lean** 20:9**learned** 41:7**learning** 24:15**leave** 19:11,17 20:1 21:5**left** 15:21 26:7,8**legal** 4:5,17**letter** 39:11 41:22**level** 12:1**liability** 21:9**licenses** 12:10**lie** 27:9,18,19 43:2**lied** 26:22 37:23 38:1**life** 12:9 27:20**likes** 20:16**limited** 21:9**lines** 8:3 11:15**link** 33:19**linked** 31:17 32:13 33:13,16**list** 28:20**listed** 16:2 36:25**live** 15:11 31:23

Ujala Haaris

February 23, 2024
Index: lived..p.m.

lived 9:7 10:3	medicare 23:1	noted 11:18
lives 9:9	members 13:23	notes 38:14
living 19:24 25:20	mentioned 15:2 22:11 26:19 29:1	noticed 18:18
LLC 21:9,12,14 23:19 27:23 28:16, 17,25 29:16 32:19 34:12,20,22 35:13 37:3	mess 25:14 42:5,11	NPI 22:21,24 34:11,13,21,23 35:14, 15 36:18,24,25 38:4,10
local 24:1	meter 25:15	number 4:25 9:15,18,19,20,21,25 10:1 22:21,24,25 23:2,13 34:1,11, 21 35:8,9,14 36:18,24,25 38:4
location 30:10,11 35:6,8	Mine 37:15	numbers 32:2
long 9:7 24:16 33:8	minute 6:8 8:6 29:20 41:14	
looked 25:14 29:19	minutes 30:5 38:13	
loss 13:5 14:22 26:17 28:11,22 40:20	misquote 27:4	
lot 17:15	mold 25:8	O
love 21:17	mom 17:18	oath 4:3,7 5:1,13,16 6:10 8:4,17, 20,24 34:19 36:22 38:7,22 43:9
lucrative 21:16	mom's 16:24 19:2	obtained 12:9 34:11 36:18,25
lying 27:12 40:15 42:22,24	month 23:23	occupied 20:17
	monthly 16:10	occur 13:5
M	months 9:17,22 32:18	occurred 28:22
	mother 16:21	October 36:14,15
made 10:24 11:3,13,18 31:7 39:19	motion 24:3,7 27:9	office 11:1 19:11,14
Magna 4:5	mouth 16:6 40:11,15 42:4,21	oldest 12:17
mail 10:14 36:5,8,11	Muniz 27:7	online 22:15 31:4 35:22
mailing 35:19,23 36:4,5	must've 31:3	open 15:19 31:1,2
major 15:20 19:18	N	opened 17:3 40:4
make 5:6 6:24 7:13,21 11:23 17:16 20:17,19,22 21:6 33:4 38:14 40:5, 17 41:20	nail 15:5	opening 42:4
makes 11:6 19:12	national 34:13,21	operate 22:3
making 18:22	necessarily 28:2	operation 29:24,25 30:9,12,16,19, 24,25
mall 35:4	needed 15:2,5,6,9,11,15,21 30:6	opportunity 10:10,23 11:11,17 37:22
Manor 10:5	needing 30:9	order 6:9
mark 14:9	neighbor 41:8,10	ordered 15:17
marked 30:8 34:9 35:11	neighbor's 32:5 41:12	organization 35:3
market 21:15 22:11	neighbors 31:22,25	overhear 8:16
matters 8:12	nephew 22:8	owners 31:19
Mckinnon 4:22 43:7	Niagara 17:4	
means 4:8 5:12	nod 7:4,7	P
meant 11:10 31:8 34:12	nook 21:6	
medicaid 23:1	northwest 28:18	p.m. 4:2 26:12,14 29:24 38:18,20 43:10
	note 8:1 9:1 11:3	

Ujala Haaris

February 23, 2024
Index: paint..registered

paint 15:8,17 18:11	36:21,23	put 11:22 29:8 30:7 31:3 32:18 40:11
painted 15:6 17:3	pointed 42:14	
Pakistan 22:13 29:1 30:2	pool 15:10 16:10	putting 40:15
paper 25:25	portability 34:16	
part 11:4 20:24 34:14	positions 40:18	Q
partially 19:9,10,20,21,22	possibly 6:18 24:22	qualified 22:4
parties 4:4 20:8	post 22:14,15	question 5:25 6:17 7:8 24:17 33:14 37:16,25 38:2,3
passed 28:8	posted 33:5 37:4	questions 5:4,20 6:4,15 7:2 8:3, 11,14 11:25
password 34:3	potential 19:12 36:23	
pasted 32:12	practice 35:6,8,19	R
path 22:10	predominately 28:1	
patient 17:19	prefer 20:8	raise 5:9
patients 27:25	preparation 8:24	rare 6:21
PDF 32:12 34:24	present 19:16	reached 14:5
peeves 43:3	pretty 10:25 17:4	reaching 13:22
penalty 5:16 36:23	prevent 18:23,24 25:7	ready 15:23 16:6 17:15
people 15:11 16:8 19:17 20:5 21:21 22:4 28:2 30:22 43:2	previous 11:18	Realtor 16:4
period 41:1	prior 13:19 17:11 18:6,13,19 24:15,20	reason 5:21 10:22 27:18 28:7 29:10 33:19 34:18 39:12
perjury 5:17 36:23	process 5:5	reasons 10:8 26:16 27:2
permission 29:9	processing 23:3	recall 24:11,13,18,22 41:25
person 24:14,18,25 33:16 43:1	professional 12:10	received 16:21
pet 43:3	properties 19:5,8 20:2 23:13	receiving 17:11
phone 16:14 25:19 26:6 32:2 35:8 39:3,7,21	property 13:7,20 14:3,8,11,14,16, 19,20,23 15:1,13 16:3 17:13 18:6, 15 19:19 20:11 23:23 24:10,20 25:1,13 26:19 32:4,5,20 33:6,18,23 36:9,13 37:4 39:3,8,19,20,23 41:1, 12,23 42:1,9	recently 18:15,17
photos 31:12,16 32:20 33:5,13,16 34:5 37:4		recliner 19:17
picture 32:18		record 4:1,10 26:11,12,13 38:16, 18,19,22 43:9,10
pictures 15:5 20:24 21:1 31:9 32:10	prove 27:11 41:23	records 8:13,23 27:10 35:18
pipe 13:3,15 15:13 16:18,23 18:6, 24 24:8 42:9	provide 33:21 34:5 41:22	reduced 6:7
pipes 18:21 25:8 41:4	provided 31:16,18 33:7	referenced 42:15
place 16:6 20:19,20	provider 23:2 34:13,21 35:4,6,7	referring 14:20
plan 8:14 15:24 19:19 22:2	providers 22:25 35:3	reflected 7:6,14,22
plants 18:3	public 31:8	refrigerator 15:16
play 17:24 19:13,25 20:3,16	pull 27:4	refuted 39:18
point 5:21 8:5 12:9 16:2 27:20	purchase 13:9	register 34:20
	purchased 13:11 14:18,21 15:2 20:11	registered 22:21 35:13 36:24

Ujala Haaris

February 23, 2024
Index: registration..spell**registration** 34:24 35:18**registry** 34:21**related** 22:20**relates** 13:2**relevant** 35:1**relying** 8:14**remember** 18:19 25:9,11 35:13
39:6,21 41:15,19,21,24 42:4**remembering** 27:25**remotely** 4:4,7**renovation** 16:7**renovations** 15:15**rent** 13:13,20,24 14:1,7,24 15:22,
24 16:3 19:8,9,17,19 20:5,7,21
36:9**rental** 16:3 19:5 23:13**rented** 14:6 20:3**renting** 14:3**repair** 16:11**repairs** 15:2,15 16:7**repeat** 6:1 7:19 24:17 33:14**rephrase** 6:1 24:17**reported** 24:8 41:11**reporter** 4:1,6 6:6 7:20,25 8:7
10:10,24 26:13 38:19**reporter's** 11:4**reporting** 4:7 23:18**representation** 37:17 39:18 41:17**representative** 26:17 42:23**research** 21:16 22:11**researching** 22:12**residence** 40:20**residential** 9:5 10:9**respect** 20:4**rest** 36:6 42:7,12**result** 32:11**results** 38:5**review** 8:23 10:23 11:17 28:10**reviewed** 24:10 28:5**revise** 38:8**room** 8:16 17:24 19:24 25:20**route** 30:22**rude** 7:15**rules** 14:15**run** 5:7 27:18,20 40:5**running** 31:6 37:18 40:19,23**rushed** 16:25

S

S-S-A-J-J-A-D 29:14**sadly** 27:15 40:14**Sajjad** 29:12**sales** 12:22**save** 24:1**saved** 24:4**scan** 11:20**scooter** 21:4**Scratch** 16:17**screen** 28:14 31:21 32:8 34:8**search** 29:16 32:11 37:2 38:5**searched** 28:16,17**security** 23:23 24:1**seeking** 14:7**self-explanatory** 10:25**self-stamped** 11:22**send** 10:16,20 11:18,19,20,22
27:10,12 41:22**sense** 6:25 11:23 19:12 40:5**sensors** 24:3**separate** 36:10,11**September** 13:10 36:15,17,18,25**Services** 4:6**set** 17:16,23 19:14 20:5**setting** 30:15**shake** 7:4,7,10**sharing** 31:21 34:8**shook** 25:13 40:4 42:5,11**shopping** 16:20 18:3**show** 19:11 28:13 32:7 33:25
34:23 35:19**showed** 42:8**showing** 32:10 35:12**shows** 32:13 34:23**sign** 11:18**signature** 11:14**similarly** 7:18**simply** 38:3**sir** 5:3,11,14 6:5 7:1 8:15,18 10:18,
21 12:12,14,25 13:8,18 14:17,25
16:1,5 17:7,10 18:19 19:7 21:11,13
23:25 24:12 27:22 28:15 29:18
31:24 32:3 35:10 37:15 38:24 41:9**site** 16:3**sitting** 41:14**SJ** 29:12**Smith** 4:5**snarky** 7:15**sofa** 19:17**softly** 5:22**son** 20:16**son's** 21:4**sound** 11:6**sounds** 7:3 20:2**South** 10:5**space** 24:4,5 27:15**speak** 39:3**speaking** 24:13**special** 12:11**specialist** 4:23**specifically** 4:24 42:1**spell** 7:24,25 9:13 29:13

Ujala Haaris

February 23, 2024
Index: spelling..unintentionally

spelling 8:7	swear 5:9	time 4:2 6:14 12:15,20 13:10
spellings 8:9	swelling 26:2	14:18,21 15:13 16:5,17 17:13
spoke 24:22 27:13	switching 23:21	18:25 23:21 24:19,24 33:9 41:1
spoken 31:25	sworn 4:14	time-to-time 7:25
Spring 29:7	syndrome 21:19	times 7:18 42:15
Springs 9:6 10:3,21 33:24 36:1		today 4:22 5:13 6:10 7:2 8:2,14,24
stage 22:18	<hr/> T <hr/>	41:15 42:15,19
stages 30:13	table 19:25	Today's 4:1
stand 38:12	tabs 18:22	told 24:18,23 25:7,17,21 26:1 27:6,
stands 34:13 38:11	Tai 4:22 43:5,7	7,8,9 37:18 39:11,25 40:9,19 41:3,
start 6:16	takes 10:11	17 42:11
started 5:4 25:15 28:17 34:15	taking 6:6 8:19 25:6 37:9 41:23	Tomball 28:21 35:5
starting 22:7	talk 4:24 6:8 9:2 25:18 31:5 38:15,	top 24:23 41:20
state 4:9,17	25 40:2 42:3,13	touch 40:1
Station 42:9	talked 24:11 38:14 39:2 41:14	towel 25:25
stay 8:5 14:6 21:7	talking 5:22 25:18 26:6 27:6,23	town 10:6 39:9
stenographic 4:8	38:1 42:10	toys 21:7
steps 13:19	tax 22:21 23:6,13	trampoline 21:4
stickers 20:16	taxes 23:9,12	transcript 6:7,10 7:6,14,23 8:1 9:3
stools 19:25	team 16:15,18:12	10:11,15 11:4,6,13
stop 6:20 31:21 34:7	telling 29:5 40:6 41:15,19,25	transcriptions 10:24
street 34:1	ten 12:19	transplant 17:18
students 20:8	tenant 13:13,20 14:2	true 40:20,21
stuff 13:21 16:14 18:4 19:22 20:1,	tend 20:9	trust 20:9
8,12,14 21:19 26:5 32:23 35:22	terminal 28:8	truth 5:9,10 26:23
36:12 37:12 38:5 42:10	testified 4:14	turned 17:1 18:22 41:4
stuffs 20:14	testify 5:15	type 11:7 12:23
subject 5:16 14:11	testifying 5:12	<hr/> U <hr/>
submitted 20:24	testimony 5:16 37:19 38:6,8	uh-huh 7:5,8,11
subsequent 39:7	Texas 9:6 28:16,21 29:16 35:5	uh-uh 7:5,8
substance 11:8	therapist 21:22 30:15	Ujala 4:3,13,19
suffering 28:8	therapy 21:21	understand 5:12,15,20,23,24 7:21
suggesting 35:25	thing 11:10 16:11 17:16 18:12 21:4	38:23
Sunday 28:8	26:6 27:5 38:5 42:24	understanding 8:19 12:17 19:4
supposed 31:4,6	things 6:11 7:24 8:8 15:6,9,19,20,	20:22 21:8 24:9 29:15 33:3
suspicion 39:23	23 17:15,17 18:1 20:13,25 21:2,5	understood 6:4
sustained 15:14 23:22	27:3 28:10,12 29:19 36:10 38:23	unethical 42:24
	40:17	unintentionally 6:19

Ujala Haaris

February 23, 2024
Index: unique..zoom**unique** 22:24**UPS** 10:14**upset** 42:21**utility** 41:22**utilized** 9:17**uttered** 42:21

V

vacant 41:20**verbally** 7:3**Verizon** 12:21**video** 27:11,12,16 40:12**visit** 26:16**visited** 39:19

W

wall 17:3**walls** 15:4 16:9 20:15,23,25**wanted** 15:8,17,18 17:2,14 21:6
29:20 36:5,8 38:7,25 41:20**washer** 20:1,13**water** 13:2 15:14 16:22 17:1,6,9,12
18:18,20 23:22 24:15,20 25:15,23
32:4 40:22 41:4,8,11**waved** 32:1**website** 22:16 28:5 29:5,17 33:5,
22 37:13**weekends** 18:7,10**weeks** 10:11 14:5**wet** 25:25**whatnot** 33:22**white** 15:18**wife** 40:7**Winette** 4:5**Wireless** 12:22**word** 16:6**words** 7:3 40:11,15**work** 5:6 16:7,16 18:7,8,9 20:20
21:3 30:3,4**worked** 12:21,23**working** 16:13 23:23 25:5**works** 33:8**world** 7:9**wrap** 18:20 37:20**wrapped** 18:21 41:4**Wren** 13:6 14:14,20 17:13 19:19
20:4,11 23:24 28:21 31:14,23
32:20 33:6,23 34:5 35:5,7,20 36:2,
13 37:1,3**write** 26:3 29:3,6 33:25**written** 6:7 29:2

Y

y'all 8:20 16:8 20:4,25 21:14 22:2,
21 23:6 25:12 29:6 30:9 33:11,17,
22 36:9,13 39:6**year** 9:8 13:10 23:10 36:15,16

Z

Zillow 16:4 31:19**zoning** 14:15**zoom** 4:22 8:5

Exhibit 5

GOCRAFTS LLC

wajahat anjum • +12815490954

13921 Richmond Avenue, Houston, Texas, 77082

Bill To

Allstate Insurance

Muhammad Haaris Shahid and

Ujala Haaris

claims@claims.allstate.com

haaris_shahid@hotmail.com

14902 CACTUS WREN DR,







Tomball, Texas, 77377











Estimate








Claim # 0742346539

📅 Date Created: Jan 26, 2024

Your Estimate**Items**

#	Item	Qty	Material	Labor	Cost	Total
1	Preliminaries	7	\$1,428.00	\$7,200.00	\$8,628.00	\$8,628.00
1.1	 General sundries Unit: Pieces	1	\$780.00	\$0.00	\$780.00	\$780.00
1.2	 Skip bin Unit: Weeks	3	\$216.00	\$0.00	\$216.00	\$648.00
1.3	 Site Manager Unit: Weeks	3	\$0.00	\$2,400.00	\$2,400.00	\$7,200.00
2	Demolition	2	\$0.00	\$7,920.00	\$7,920.00	\$7,920.00
2.1	 Strip Out carpet and debris and insulation Unit: Sq. Feet	1	\$0.00	\$2,160.00	\$2,160.00	\$2,160.00
2.2	 Remove Kitchen & cut drywall Unit: Pieces	1	\$0.00	\$5,760.00	\$5,760.00	\$5,760.00
3	Carpentry	202	\$1,832.40	\$2,092.80	\$3,925.20	\$3,925.20
3.1	 Working in to Existing Roof Unit: Pieces	1	\$900.00	\$1,800.00	\$2,700.00	\$2,700.00

#	Item	Qty	Material	Labor	Cost	Total
3.2	 Timber Skirting Unit: Lin. Feet	200	\$4.56	\$1.44	\$6.00	\$1,200.00
3.3	 Plywood Timber Subflooring Unit: Sq. Feet	1	\$20.40	\$4.80	\$25.20	\$25.20
4	Drywall	1,450	\$5,412.00	\$4,572.00	\$9,984.00	\$9,984.00
4.1	 1/4 in thick Plasterboard Sheeting to Wall & Ceiling Unit: Sq. Feet	250	\$2.64	\$2.16	\$4.80	\$1,200.00
4.2	 Wall and Ceiling Insulation Unit: Sq. Feet	1200	\$3.96	\$3.36	\$7.32	\$8,784.00
5	Painting	3,944	\$18,864.00	\$11,163.60	\$30,027.60	\$30,027.60
5.1	 Internal Walls & Ceilings Unit: Sq. Feet	1320	\$3.60	\$3.60	\$7.20	\$9,504.00
5.2	 External Stucco Walls Unit: Sq. Feet	2500	\$4.80	\$2.39	\$7.19	\$17,970.00
5.3	 Skirting & Moulding Unit: Lin. Feet	120	\$2.40	\$1.68	\$4.08	\$489.60
5.4	 Doors Unit: Pieces	4	\$456.00	\$60.00	\$516.00	\$2,064.00
6	Joinery	201	\$7,896.00	\$2,400.00	\$10,296.00	\$10,296.00
6.1	 Kitchen Includes Benchtop, End Panel, oven, Base Cabinets, Top Cabinets, Full Height Cabinets, Kickboard & Splashback Unit: Pieces	1	\$5,760.00	\$1,440.00	\$7,200.00	\$7,200.00
6.2	 Kitchen BackSplash Unit: Sq. Feet	200	\$10.68	\$4.80	\$15.48	\$3,096.00

#	Item	Qty	Material	Labor	Cost	Total
7	Waterproofing	140	\$2,016.00	\$2,352.00	\$4,368.00	\$4,368.00
7.1	Wet Areas	140	\$14.40	\$16.80	\$31.20	\$4,368.00
	 Unit: Sq. Feet					
8	Flooring finishes	1,225	\$4,336.50	\$3,660.30	\$7,996.80	\$7,996.80
8.1	Carpet	1225	\$3.54	\$2.99	\$6.53	\$7,996.80
	 Unit: Sq. Feet					
9	Miscellaneous	1	\$0.00	\$4,800.00	\$4,800.00	\$4,800.00
9.1	Make Good Disrupted Areas	1	\$0.00	\$4,800.00	\$4,800.00	\$4,800.00
	 Unit: Pieces					
10	Tiling	100	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00
10.1	Bathrooms & Laundry (Floors & Walls)	100	\$30.00	\$30.00	\$60.00	\$6,000.00
	 Unit: Sq. Feet					
11	Mitigation	3	\$12,120.00	\$21,000.00	\$33,120.00	\$33,120.00
11.1	Drainage and Remediation chemicals	1	\$4,920.00	\$9,840.00	\$14,760.00	\$14,760.00
	 Unit: Pieces					
11.2	Emergency Response Services Fee	1	\$0.00	\$960.00	\$960.00	\$960.00
						
11.3	Electrical & Communication (Provisional Sum)	1	\$7,200.00	\$10,200.00	\$17,400.00	\$17,400.00
	 Unit: Pieces					

Subtotal	\$127,065.60
Tax	\$0.00
Total	\$127,065.60
Amount Paid	\$0.00
Balance	\$127,065.60

Payments

\$127,065.60

Upcoming

Deposit

Due: Feb 10, 2024



Pay Now

Terms and Conditions

Terms and Conditions for Construction Services by GOCRAFTS LLC

1. Definitions

- 1.1 "Client" refers to the individual or entity engaging the services of GOCRAFTS LLC.
- 1.2 "GOCRAFTS LLC" refers to the construction company providing services under these Terms and Conditions.
- 1.3 "Contract" refers to the agreement formed between the Client and GOCRAFTS LLC, which includes these Terms and Conditions.

2. Scope of Work

- 2.1 GOCRAFTS LLC agrees to provide construction services as detailed in the mutually agreed-upon project scope, specifications, and plans.
- 2.2 Changes or modifications to the original scope of work must be agreed upon in writing by both parties and may result in additional costs and/or time extensions.

3. Payment Terms

- 3.1 The Client agrees to pay GOCRAFTS LLC in accordance with the payment schedule outlined in the Contract.
- 3.2 Payments shall be made in the currency specified in the Contract.
- 3.3 Late payments may incur interest charges at a rate of [X]% per month on the outstanding amount.

4. Project Timeline

- 4.1 GOCRAFTS LLC will make reasonable efforts to adhere to the agreed-upon project timeline. However, the timeline may be subject to change due to unforeseen circumstances, force majeure, or changes in project scope.

5. Changes to the Contract

- 5.1 Changes to the Contract must be mutually agreed upon in writing by both parties.
- 5.2 GOCRAFTS LLC reserves the right to adjust the contract price and timeline for any approved changes.

6. Quality of Work

- 6.1 GOCRAFTS LLC agrees to perform all work in a professional and workmanlike manner, in accordance with industry standards and applicable codes.
- 6.2 The Client shall promptly notify GOCRAFTS LLC of any defects or deficiencies in the work, and GOCRAFTS LLC shall remedy such issues within a reasonable timeframe.

7. Insurance and Liability

- 7.1 GOCRAFTS LLC shall maintain appropriate insurance coverage, including but not limited to liability and worker's compensation insurance.
- 7.2 The Client shall not be held liable for any accidents or injuries that occur on the construction site unless caused by the Client's negligence.

8. Termination

- 8.1 Either party may terminate the Contract with written notice if the other party breaches a material term of the Contract.
- 8.2 The Client shall compensate GOCRAFTS LLC for work performed up to the termination date and any costs incurred due to early termination.

9. Governing Law

- 9.1 This Contract shall be governed by and construed in accordance with the laws of [Your Jurisdiction].

10. Dispute Resolution

- 10.1 Any disputes arising out of or in connection with this Contract shall be resolved through mediation or arbitration in accordance with the rules of [Your Preferred Dispute Resolution Service], and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. Confidentiality

- 11.1 Both parties agree to keep confidential all non-public information obtained during the course of the project.

12. Miscellaneous

- 12.1 These Terms and Conditions, along with the Contract, constitute the entire agreement between the parties and supersede all prior discussions and agreements.
- 12.2 Any amendments or modifications to this Contract must be in writing and signed by both parties.

Signature

[Click here to sign](#)

GOCRAFTS LLC

Company Signature

Client Signature

Exhibit 6

**GOCRAFTS LLC**

wajahat anjum • +12815490954

5718 Westheimer Rd, Suite 1000W, Houston, Texas, 77057

Bill To

Muhammad Haaris Shahid and

Ujala Haaris

haaris_shahid@hotmail.com

14902 CACTUS WREN DR,

Tomball, Texas, 77377

Invoice IN-1904

📅 Due Date: Feb 20, 2024 📅 Date Created: Feb 5, 2024

Invoice for Plumbing**Items**

#	Item	Qty	Material	Labor	Cost	Total
1	Preliminaries		\$1,060.00	\$0.00	\$1,060.00	\$1,060.00
1.1	General sundries Unit: Pieces	1	\$350.00	\$0.00	\$350.00	\$350.00
1.2	Skip bin Unit: Weeks	1	\$710.00	\$0.00	\$710.00	\$710.00
2	Demolition		\$0.00	\$2,500.00	\$2,500.00	\$2,500.00
2.1	Demo & disposal Removal and disposal of all kitchen ceiling, copper pipes, debris and cut drywall	1	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00
3	Services		\$4,100.00	\$6,200.00	\$10,300.00	\$10,300.00
3.1	Plumbing & drainage 3/4 Inch Red PEX pipe 3x300 Lineal Ft. 3/4 Inch Blue PEX pipe 3x300 Lineal Ft. 1/2 Inch Blue PEX pipe 2x300 Lineal Ft. 1/3 Inch Insulation 2x300 Lineal Ft Unit: Hours	1	\$4,100.00	\$6,200.00	\$10,300.00	\$10,300.00
4	Mitigation		\$0.00	\$960.00	\$960.00	\$960.00
4.1	Emergency response	1	\$0.00	\$960.00	\$960.00	\$960.00

Subtotal	\$14,820.00
Tax Sales Tax (8.25%)	\$425.71
Total	\$15,245.71
Amount Paid	\$0.00
Balance	\$15,245.71

Payments

\$15,245.71

Upcoming

Payment 1

Due: Feb 21, 2024



Pay Now

Exhibit 9



Allstate
You're in good hands.

Allstate Indemnity Company
2775 SANDERS RD
NORTHBROOK IL 60062



MUHAMMAD SHAHID UJALA HAARIS
17230 FABLE SPRINGS LN
CYPRESS TX 774336468

April 25, 2024

INSURED: MUHAMMAD SHAHID
DATE OF LOSS: January 16, 2024
CLAIM NUMBER: 0742346539 ATM
POLICY NUMBER: 000436220450
LOSS LOCATION: 14902 CACTUS WREN DR, TOMBALL
LOSS TYPE: Property

PHONE NUMBER: 972-915-5490
FAX NUMBER: 855-219-7494

Dear MUHAMMAD SHAHID UJALA HAARIS,

We have completed our investigation of the aforementioned loss and our findings render Allstate Indemnity Company unable to pay your claim for the following reasons:

Based upon our investigation, Allstate has concluded that you have breached the terms and conditions of the insurance policy and the implied covenant of good faith and fair dealings in that: you have misrepresented and concealed material facts pertaining to the property damage, policy application and business conducted at the loss location.

Your Allstate Indemnity Company Texas Landlords Package Policy, Form AS153, 000436220450 contains certain conditions, which must be met prior to receiving settlement. Please refer to the section entitled, Misrepresentation, Fraud Or Concealment, which reads as follows:

Misrepresentation, Fraud Or Concealment

We may void this policy if it was obtained by misrepresentation, fraud or concealment of material facts. If we determine that this policy is void, all premiums paid will be returned to you since there has been no coverage under this policy.

We do not cover any loss or occurrence in which any insured person has concealed or misrepresented any material fact or circumstance.

Section I Conditions

Action Against Us

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which Section I Conditions applies, unless:

- a) there has been full compliance with all policy terms;
and
- b) the action is commenced within two years and one day from the date the cause of action first accrues.

0742346539 ATM

If you have any questions regarding the full denial of your claim, please feel free to contact me.

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Sincerely,

TAI MCKINNON

TAI MCKINNON
972-915-5490
Allstate Indemnity Company

Notice

Information from the credit report(s) we obtained pursuant to your written authorization were used in connection with our investigation of claim #0742346539, which was denied in whole or in part.

You have a right to obtain, under Section 615 of the Fair Credit Reporting Act, a free copy of these report(s) from the consumer reporting agencies that furnished us with the reports. You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with the consumer reporting agencies the accuracy or completeness of any information in the consumer report(s) furnished by the agencies.

To take advantage of these rights, be sure to request a copy of your report(s) within 60 days. Please keep in mind that the consumer reporting agencies did not decide to deny the claim, so they will be unable to provide you with any specific reasons regarding our decision.

You may contact the consumer reporting agency at:

Trans Union National Disclosure Center
2 Baldwin Place
PO Box 1000
Chester, PA 19022
Phone: (888) 503-0048

Exhibit 10

THE VOSS ★ LAW FIRM

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

THE VOSS LAW CENTER
26619 INTERSTATE 45
THE WOODLANDS, TEXAS 77380
TELEPHONE (713) 861-0015
FACSIMILE (713) 861-0021
TOLL FREE (866) 203-5411
www.VossLawFirm.com

May 1, 2024

Via Priority Mail and

Via Email: claims@claims.allstate.com

Tia McKinnon
Allstate Indemnity Company
P.O. Box 672041
Dallas, TX 75267

RE: Our Client/Your Insured	: Muhammad Shahid
Claim Number	: 0742346539
Policy Number	: 436220450
Property Address	: 14902 Cactus Wren Drive, Tomball, TX 77377
Date of Loss	: January 16, 2024

Dear Ms. McKinnon:

Please be advised that this law firm has been retained by Muhammad Shahid as legal counsel regarding all his claims and causes of action against Allstate Indemnity Company. Effective immediately, please direct all communications to the undersigned at the above-listed address. As you know, my client suffered a covered loss under his Allstate Indemnity Company policy, which resulted in severe damage to his covered property. Subsequently, a valid claim was submitted by my client in a timely fashion.

To date, Allstate Indemnity Company has woefully failed to properly investigate, evaluate or pay the full amount of policy proceeds due and owed to my client regarding his active claim. Moreover, our investigation reveals that Allstate Indemnity Company's unreasonable investigation and mishandling of this matter proximately caused of my client's damages for which Allstate Indemnity Company is ultimately responsible. Please know that we are in the process of accumulating additional evidence and any remaining information as to my client's damage model will be presented to you without delay.

In addition to the above, you are hereby on notice that our firm's representation relates to any and all claims made by Muhammad Shahid regarding the above referenced loss and specified property. Accordingly, as it relates to our client, the specified location and claim, or any other

related property or claim for insurance proceeds, your communication must be conducted under the conditions specified above, with payments made accordingly. This requires that our law firm listed as a payee on any payment draft from this point forward.

Pursuant to all relevant law, you are hereby further on notice that you are to immediately provide me with a full and accurate certified copy of my client's insurance policy. We also demand complete copies of both your claims file and underwriting file related to this covered property and loss. Allstate Indemnity Company has fifteen (15) days to comply with this request.

Moving forward, and consistent with my client's rights under the subject policy, please forward any and all copies of the following to my attention immediately:

- a) All applications for coverage by our client, including any and all modifications or amendments thereto;
- b) All letters, emails, texts and other forms of communications sent by and between Muhammad Shahid and Allstate Indemnity Company;
- c) All documents regarding the processing of the above claim;
- d) A description outlining exactly why the above claim has not been paid in full;
- e) Any videos and photographs taken or received regarding the above claim;
- f) The full payment log listing amounts and coverages paid to date;
- g) All engineering and other investigative reports regarding the above claim;
- h) All emails, text messages, internal correspondence and other forms of communication by and between Allstate Indemnity Company and any third party regarding the above claim;
- i) Allstate Indemnity Company's underwriting files referring or relating in any way to the policy and property at issue in this action, including the file folders in which the underwriting documents are kept and drafts of all documents in the file; and
- j) Allstate Indemnity Company's complete claim files from the home, regional, local offices, and third party adjusters/adjusting firms regarding the claim that is the subject of this matter, including copies of the file jackets, "field" files, notes, and drafts of documents.

This entire letter is a pertinent communication with respect to the resolution of this case. A prompt response is therefore expected, as defined within the provisions. of the Tex. Ins. Code and Tex. Admin. Code.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'CB' with a stylized flourish.

C. Bryan Beverly

Attorney at Law

bryan@vosslawfirm.com

CBB:eb

Exhibit 3

Muhammad Shahid

February 23, 2024

1 INSURANCE COMPANY : ALLSTATE INSURANCE COMPANY
2 INSURED : MUHAMMAD SHAHID
3 POLICY NO. : N/A
4 CLAIM NO. : 0742346539
5
6
7
8

9
10 EXAMINATION UNDER OATH OF
11 MUHAMMAD SHAHID
12 APPEARING REMOTELY
13 FEBRUARY 23, 2024
14
15

16
17
18
19
20 EXAMINATION UNDER OATH OF MUHAMMAD SHAHID, produced as a
21 witness at the instance of MAYELLA GONZALEZ, on behalf of
22 ALLSTATE INSURANCE COMPANY, taken remotely via machine
23 shorthand on the February 23, 2024, in Houston, County of
24 Harris, State of Texas, before Winette Smith, a Notary Public
25 in and for the State of Texas.

Muhammad Shahid

February 23, 2024
Page 2

REMOTE APPEARANCES

FOR ALLSTATE INSURANCE COMPANY:

Mr. JORDAN KENNAMER-CHAPMAN

LAW OFFICES OF MAYELLA GONZALEZ

P.O. Box 224566

Dallas , Texas 75222

(713) 336-2800

Jordan.kennamer-chapman@allstate.com

ALSO PRESENT:

Name

TAI MCKINNON, ALLSTATE ADJUSTER

Muhammad Shahid

February 23, 2024
Page 31
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXAMINATION INDEX

PAGE

MUHAMMAD SHAHID

Examination by Jordan Kennamer-Chapman.....	4
Corrections & Signature.....	39
Certificate.....	41

EXHIBIT INDEX

NUMBER	DESCRIPTION	PAGE
Exhibit 1	Photos	22
Exhibit 2	NPI Number Info	30
Exhibit 3	Certificate Of Formation	34
Exhibit 4	Website Screen shot	34

Muhammad Shahid

February 23, 2024
Page 4

1 THE REPORTER: We are on the record. Today's
2 date is Friday, February 23, 2024. The time is 10:00 a.m.
3 This is the examination under oath of MUHAMMAD SHAHID, and it
4 is being conducted remotely by agreement of the parties.

5 My name is Winette Smith with Magna Legal
6 Services. I am the court reporter. I will be administering
7 and reporting the examination under oath remotely by
8 stenographic means.

9 Would counsels please state their name and
10 appearance for the record.

11 JORDAN KENNAMER-CHAPMAN: Jordan
12 Kennamer-Chapman for Allstate.

13 MUHAMMAD SHAHID,
14 having been duly sworn, testified as follows:

15 EXAMINATION

16 BY JORDAN KENNAMER-CHAPMAN:

17 Q. Good morning. Would you please state your full legal
18 name.

19 A. Muhammad Haaris Shahid.

20 Q. Mr. Shahid, I appreciate you joining us today. My
21 name is Jordan Kennamer-Chapman. I'm an attorney with
22 Allstate. On the zoom call with us today is Tai McKinnon.
23 She's a claim specialist with Allstate that's assigned to the
24 claim we're here to talk about today and that claim number is
25 0742346539.

Muhammad Shahid

February 23, 2024
Page 5

1 Have you ever given a examination under oath or
2 a deposition before?

3 A. No, sir.

4 Q. Before I get started with the questions I need to go
5 over with you I'm going to go over a little bit of how this
6 process will work, just generally speaking so we can hopefully
7 be on the same page and it will be more efficient that way.

8 So most importantly a little bit go you were
9 asked to raise your hand and swear to tell the truth, the whole
10 truth, and nothing but the truth, and you did that, correct?

11 A. Yes.

12 Q. And you understand that means you're testifying under
13 oath today?

14 A. Correct.

15 Q. And do you understand that when you testify under
16 oath that means that your testimony is subject to the criminal
17 penalty of perjury?

18 A. Sure.

19 Q. So because of all that, it's very important that you
20 understand my questions before you answer them. So if at any
21 point you don't for whatever reason, like you can't hear me
22 because we're doing this via zoom or the audio cuts out.

23 Or you can hear me fine but you just don't
24 understand what I'm trying to ask you, whatever the case is, if
25 you don't understand a question will you please let me know so

Muhammad Shahid

February 23, 2024
Page 6

1 that I can clarify, rephrase, repeat, or whatever else I need
2 to do so you understand it?

3 A. Yes, I will.

4 Q. Perfect. And unless you do that I'll assume that
5 when you answer my questions today you understood them, is that
6 fair?

7 A. Yes. That's fair unless there's a technical
8 difficulty and I can't hear you or you don't hear me.

9 Q. Yeah. And that's what I was getting at. So if you
10 can't hear me just let me know and I'll repeat my question or
11 do whatever else I need to do so you can hear me and understand
12 me, okay.

13 A. Okay. And if you can't hear me let me know.

14 Q. And I will. And I was about to go over that. So the
15 court reporter she's taking down everything that we are saying
16 and this will be reduced to a written transcript that I will
17 talk about a little bit more in a bit.

18 In order for us to get as accurate as a
19 transcript as possible, there's a few things that you and I
20 need to try to do and not do. The big one is she can only take
21 down what one of us is saying at a time so we want to try our
22 best not to talk over each other.

23 So if you can try to let me finish my questions
24 all the way through before you start answering I will do the
25 same. I will try to let you finish your answers all the way

1 through before I move on to my next question.

2 Having said that, I've been doing these via zoom
3 ever since the pandemic first hit and it's a very usual
4 occurrence that I will unintentionally interrupt the witness a
5 couple of times during the examination under oath.

6 If I do that I will probably catch it myself,
7 stop, and let you finish. However, if at any point I don't and
8 I just interrupt you and I don't let you finish just let me
9 know and I will be happy to let you go back and finish whatever
10 it was you were saying before I interrupted you, does that make
11 sense?

12 A. Yes, it does.

13 Q. And when you're answering my questions today please
14 try to do so verbally with words. And that sounds kind of
15 goofy but really what I'm getting at is try not to shake or nod
16 your head or uh-huh or uh-uh as those things can be hard to get
17 accurately reflected on the transcript and we want to make sure
18 we get your answers accurately reflected.

19 Having said that, those are manners in which we
20 communicate or a lot of us communicate in our day-to-day lives.
21 I find that sometimes the witness will revert back to them as
22 the examination under oath goes forward. If you do it's not
23 the end of the world. I will probably catch it and ask you to
24 clarify.

25 So if you were to shake your head I would say,

Muhammad Shahid

February 23, 2024
Page 8

1 is that a no? If you were to say uh-huh I would say, is that a
2 yes? Again, if I do that it's just to make sure we get your
3 answers accurately reflected on the transcript and not me
4 trying to be difficult or rude or snarky or anything like that,
5 okay.

6 A. I understand.

7 Q. And kind of related to that and what you were
8 mentioning earlier, there may be times where I ask you to
9 repeat an answer because I think it was hard to hear. Either I
10 didn't understand it or I think the court reporter might not
11 have gotten it. So I will say can you say that again or can
12 you repeat that? Something to that effect.

13 I may also ask you to spell things from
14 time-to-time. That's because the court reporter needs to know
15 how to spell it for the transcript and if I think she might
16 need that I will go ahead and ask you.

17 If I miss something that you need to spell that
18 I didn't ask you about, at the end when we're done she will
19 probably ask you to spell them. So once we are fully done
20 today I will say something along the effects of, those are all
21 the questions I have and I'm concluding the examination under
22 oath.

23 Then we will go off the record. Mr. Shahid, if
24 you can stay on for a minute after that in case she needs
25 anything as far as getting those spellings from you that would

Muhammad Shahid

February 23, 2024
Page 9

1 be greatly appreciated, okay.

2 A. Okay.

3 Q. And one other thing. Kind of related to what we're
4 talking about that I need to ask you, do you have any documents
5 or records in front of you that you plan or relying on and
6 answering my questions today? It's okay if you do I just need
7 to know what they are.

8 A. No, I don't.

9 Q. And is there anyone in the room with you that can
10 overhear this examination under oath right now?

11 A. No.

12 Q. Will you agree that if that chances -- if someone
13 does come in the room or does get in a position that they can
14 overhear, can you let me know so that we can put that on the
15 record?

16 A. Yes.

17 Q. So I will start with some basic background questions
18 with you. What is your date of birth?

19 A. July 18th, 1985.

20 Q. Okay. And what is your current residential address?

21 A. 17230 Fable Springs Lane, Cypress, Texas 77433.

22 Q. And regarding the claim we are here about today, it
23 relates to some water damage caused by a frozen pipe at that
24 Fable Springs Lane address, correct?

25 A. No. That is incorrect. That is a different

Muhammad Shahid

February 23, 2024
Page 10

1 property. That's an investment property that I have.

2 Q. What's the address where the pipe burst?

3 A. It was 14902 Cactus Wren Drive, Tomball, Texas.

4 Q. And you said Cactus, what was that second word?

5 A. Wren. W-R-E-N.

6 Q. And that address on Fable Springs Lane in Cypress,
7 how long have you lived there?

8 A. One year and four months.

9 Q. Okay. And what is a good e-mail address for you?

10 A. Haaris_shahid@hotmail.com.

11 Q. And one of the reasons why I asked about your
12 residential address and e-mail address is because once the
13 transcript is completed a copy of it will be sent to you.

14 It will probably be about two weeks from now
15 give or take. It's going to be sent to you either via e-mail
16 or a physical copy delivered to you via Fed Ex or UPS.

17 Regardless of whether it's a physical copy or a
18 e-mail address, is that residential address you provided on
19 Fable Springs and that hot mail e-mail address you provided,
20 are those the two best places to send that transcript to?

21 A. Yes, they are.

22 Q. One of the main reasons why the transcript is going
23 to be sent to you is so that you have an opportunity to review
24 it. And if you think the court reporter made any mistakes in
25 how she transcribed what you were saying you can note those on

Muhammad Shahid

February 23, 2024
Page 11

1 a page at the end.

2 And it will kind of be self-explanatory how to
3 do it but if you have any questions you can contact me or
4 Allstate and we will help you out with how to do that. But
5 you'll have an opportunity to note those in case there's
6 anything that you think was miss transcribed.

7 And by miss transcribed what I'm taking about
8 is, let's say you said the color blue but the court reporter
9 wrote down boo like the sound a ghost makes, conversely, it's
10 not the type of thing where you were trying to say -- you meant
11 to say green but you said blue instead.

12 That's not the kind of correction that we're
13 talking about making on there. But regardless of whether you
14 think there are any mistakes the court reporter made, what
15 Allstate will ask you to do is sign the signature page that's
16 at the end of the transcript and send it back however it was
17 send to you.

18 If it was e-mailed to you, you can scan it and
19 send it back that way. If it's sent as a physical copy there
20 will be a self-addressed stamped envelope with it. You just
21 sign the signature page, put it back in the envelope, and send
22 it out. Does that all make sense?

23 A. Yes.

24 Q. So. The address where this loss occurred was on
25 Cactus Wren in Tomball, Texas, correct?

Muhammad Shahid

February 23, 2024
Page 12

1 A. Correct.

2 Q. When did you purchase that property?

3 A. September 2023.

4 Q. When you purchased that property did you pay cash or
5 did you have to finance a portion of it?

6 A. Finance.

7 Q. Do you know who the mortgage lender is?

8 A. Texas Day Credit Union.

9 Q. And when you purchased that property, for what reason
10 were you purchasing it?

11 A. It's an investment property.

12 Q. Okay. Did you -- Normally when people say investment
13 property they mean they are going to rent it out or do some
14 remodelling and flip it, was it one of those two things?

15 A. Renting was my purpose.

16 Q. So we're in February of 2024 now. Since you
17 purchased the property on Cactus Wren, have you had any
18 residential tenants there?

19 A. No. Not so far.

20 Q. Is there any particular reason for that?

21 A. Yes. The house needed some work. We had to do some
22 repairs, painting, we had to furnish it, so we needed to do all
23 those things before we could rent it.

24 Q. What kind of work did it need beside the painting?

25 A. The painting was a big thing. All the rooms needed

Muhammad Shahid

February 23, 2024
Page 13

1 painting. The previous owners had did a lot of touchups and
2 the touchups were obvious so we had to paint a lot of walls in
3 the house.

4 The pool needed several repairs. The pump on
5 the pool needed repairs. Multiple things on the pool. There
6 were some fixtures we had to replace. Those were the main
7 things.

8 Q. Okay. And how much of that renovation had been
9 completed by the time the pipe had burst?

10 A. We only had a few walls left to paint. I would say
11 90 percent was completed.

12 Q. Speaking of which, when did that pipe burst?

13 A. January 17th is when we discovered it.

14 Q. And that's of course 2024, correct?

15 A. Correct.

16 Q. And how did you discover it?

17 A. My wife went to the property around 10 a.m. that
18 morning and when she got there she opened the door and she
19 discovered water everywhere.

20 The ceiling got caved in, watering was coming
21 down the ceiling. Actually, before that the water company --
22 The name is Undine. They were doing some work in the area
23 because there was a freeze that night on January 16th.

24 So January 17 they were doing some walkthroughs
25 and they called me on my cellphone and said there was water

Muhammad Shahid

February 23, 2024
Page 14

1 draining out of your fence in the back of your garage. And at
2 this point I called my wife and said go over there and check it
3 out. She was grocery shopping at a store. She went over there
4 immediately and as she entered the house that's when she found
5 that.

6 Q. Okay. And who was it that notified you of seeing the
7 water?

8 A. The water utility company Undine. U-N-D-I-N-E.

9 Q. Give me just a second. And prior to your wife going
10 over to the property at Cactus Wren on the 17th, when was the
11 last time you had been there?

12 A. The day before on the 16th my wife went there to wrap
13 the outside pipes for instillation intake because of the
14 freeze. She was preparing the outside pipes.

15 Q. Okay. And prior to the 16th when she went over there
16 to wrap the pipes, when was the last time you or your wife had
17 been to the property on Cactus Wren?

18 A. Maybe a day or two before. We were going there
19 pretty regularly a couple of times a week at least.

20 Q. Okay. And was there ever a period of time between
21 when you purchased the property and January 17th when you
22 discovered that the pipe had burst that you or your wife
23 neither of you had gone to that property for a full week?

24 A. No. I have gone every week.

25 Q. Okay. So I'm going to switch gears here for a little

Muhammad Shahid

February 23, 2024
Page 15

1 bit. I want to ask you about what you do as far as how you
2 earn your income. So obviously it sounds like part of how you
3 earn your income is through investment properties; is that
4 right?

5 A. That is correct.

6 Q. How many investment properties do you own?

7 A. Three total.

8 Q. And does that include the Cactus Wren?

9 A. Yes.

10 Q. And where are the other two?

11 A. In Kentucky. One is in Louisville, Kentucky and one
12 is in Lebron, Kentucky.

13 Q. And besides your rental properties and the income you
14 earn from those, what other sources of income do you have?

15 A. I have a full-time job.

16 Q. And what is that?

17 A. BASF Corporation.

18 Q. What kind of business is that?

19 A. It's a chemical manufacturing company.

20 Q. And how long have you worked there?

21 A. Since 2018. I had a couple of different roles. This
22 is my most recent role.

23 Q. So do you -- It's my understanding that you also own
24 a business outside of your rental properties; is that right?

25 A. Yeah. I registered an LLC and we have been looking

Muhammad Shahid

February 23, 2024
Page 16

1 into that business but we have not started it so far.

2 Q. And as far as that LLC goes, is it Conquest Centers
3 LLC?

4 A. Correct.

5 Q. What kind of business do you intend to run under that
6 name?

7 A. It's a therapy business. To provide therapy to
8 people with ADHD, down syndrome, autism, conditions like that.

9 Q. And do you or your wife have a background in that
10 kind of therapy?

11 A. No. Our goal was to hire a therapist if and when we
12 decide to start. But basically what intrigued our interest
13 over the years is we've lived in several different states and
14 communities and we've meet several people that have these
15 conditions and we recognize the need and the support with this
16 kind of therapy.

17 Some people who are getting it and some people
18 that are not getting it so we considered this idea -- potential
19 business idea but as I said we are researching right now to
20 determine the feasibility of the business but we haven't
21 starting anything yet.

22 Q. Okay. And does that business -- Does Conquest
23 Centers LLC have a business address, like a home office?

24 A. No. As I said we haven't started it yet. There is
25 no address.

Muhammad Shahid

February 23, 2024
Page 17

1 Q. Did you ever associate the Cactus Wren address with
2 the Conquest Centers LLC?

3 A. No.

4 Q. Do you know if your wife ever did?

5 A. Not that I know of. It's no reason for her to do
6 that.

7 Q. So when you purchased -- scratch that. Besides
8 Conquest Centers LLC, do you own or have any ownership-interest
9 in any other companies?

10 A. Just my rental property business.

11 Q. Do you run that rental property business under a name
12 or under a incorporated entity?

13 A. No. On my tax return it's shown under enterprise
14 number one. That's like a generated name by default but other
15 than that I didn't generate an LLC or anything for the rental
16 property business.

17 Q. And do you have any other sources of income besides
18 the ones that we have already gone over?

19 A. I have some stocks in some companies. I have a 401K
20 plan and I have stocks through that as well. I have a saving
21 account I get some interest on but no other business.

22 Q. And what does your wife do for a living?

23 A. She's a homemaker.

24 Q. When was the last time she was employed?

25 A. More than a decade ago.

Muhammad Shahid

February 23, 2024
Page 18

1 Q. And do you and your wife have any children?

2 A. Yes. Two.

3 Q. And how old are they?

4 A. Nine and five.

5 Q. Okay. And when you purchased the address on Cactus
6 Wren, did it have any furnishings in it at that point?

7 A. Yeah. Some things that the previous owner left.

8 Q. Do you recall what those were?

9 A. There were some tables and chairs. The washer and
10 dryer they left behind. That's about it for the most part.

11 Q. Anything else that you can recall?

12 A. Not right now.

13 Q. Okay. And when you say tables and chairs, are we
14 talking like dining room chairs or office furniture, what are
15 we talking about?

16 A. No. So they were small tables. Like a few of those
17 and some chairs of different sizes. There were one or two pool
18 chairs that were outside and there were some chairs inside.

19 Q. Okay. And the time between the purchase of the
20 property and when the pipe burst in January, you had mentioned
21 that you needed to furnish it, did you add any furnishings to
22 the property?

23 A. Yes.

24 Q. What did you add?

25 A. I furnished the living room, the dining area, the

Muhammad Shahid

February 23, 2024
Page 19

1 play room. I also set up a little office space.

2 Q. Do you normally rent out your investment properties
3 fully furnished?

4 A. Yes.

5 Q. Do you know what the previous owner of Cactus Wren
6 had used that property for, were they living there or renting
7 it out or using it for a business?

8 A. I'm not sure.

9 Q. Was it --

10 A. From my understanding it was residential but I can't
11 confirm that.

12 Q. Okay. Did you install any security systems on the
13 property at Cactus Wren after you purchased it?

14 A. I installed some security cameras not a security
15 system.

16 Q. And were those security cameras working as of January
17 1st, 2024?

18 A. Yes. When the incident happened then they went down
19 because the electricity had to be disconnected.

20 Q. When did they go down and for how long?

21 A. The day of the incident January 17th they were down
22 for a couple of weeks.

23 Q. At any point have you advertised on any platform that
24 Cactus Wren property to be rented out?

25 A. Not yet. I spoke to my friends and family that I'm

Muhammad Shahid

February 23, 2024
Page 20

1 preparing this property if you know someone interested they can
2 reach out to me. There was one family that was interested in
3 renting at the end of February but we had this incident
4 happened so I lost that.

5 Q. Have you listed it on any website?

6 A. Not so far.

7 Q. Okay. At any point prior to the pipe bursting, did
8 you or your wife ever stay at that property over night?

9 A. No.

10 Q. And when you would go over there you mentioned you
11 would go over there a couple of times a week, what were you
12 going over there for?

13 A. The work we had to do. Sometimes we would be
14 overseeing the repairs and sometimes we would be painting. I
15 did all the painting myself.

16 Q. You mentioned overseeing work, I take it you hired
17 contractors to come in and do some of that work?

18 A. Correct.

19 Q. I don't need it right this second but do you have the
20 names and contact information for those contractors?

21 A. Yes. The pool repairs were done by Swan Point Pool.

22 Q. Any others that you remember off the top of your
23 head?

24 A. Everything else we did ourselves.

25 Q. When were the pool repairs completed?

Muhammad Shahid

February 23, 2024
Page 21

1 A. I don't recall the exact date. But pretty quickly
2 after we purchased the property we started that work.

3 Q. Was it the pool repairs that was fully completed when
4 the pipe burst?

5 A. Yes.

6 Q. I am going to share my screen with you in just a
7 minute once I get this together. Let me know when you can see
8 it.

9 A. Yes. I can see it.

10 Q. Okay. So this is a photo of the inside of the
11 property at Cactus Wren, correct?

12 A. Seems like it.

13 Q. What I have here is a 17-page PDF that has a bunch of
14 photos. I will scroll through them. After seeing me scroll
15 through them, are those photos of the inside of the house at
16 Cactus Wren?

17 A. Yeah. Most of them look like it. I can't see all of
18 them. Yes.

19 Q. And I know that we are scheduled to complete your
20 wife's examination under oath today as well, where is she
21 currently located?

22 A. She would be at the house.

23 Q. And where are you currently located?

24 A. I am in Pasadena, Texas.

25 Q. At a house or business or in your car?

Muhammad Shahid

February 23, 2024
Page 22

1 A. Business.

2 Q. Where you work at BASF?

3 A. Correct.

4 Q. So we'll attach this as exhibit one. Here on this
5 first page -- this photo on the first page there's a white
6 board and then this -- I don't know exactly how to describe it.
7 This thing that says glue, doors, books, lock, and desk, was
8 that something that was on the wall when you purchased the
9 property or was that something you added to it?

10 A. We added that.

11 (Exhibit No. 1 was marked.)

12 Q. And why is that?

13 A. It's a play room. That's what kids like to do. They
14 like to draw on the board. They like to learn things in the
15 play room.

16 My wife would take our kids sometimes there when
17 we were working there. Our kids would go there and they would
18 play in the play room. They would draw on the board and do
19 what kids do.

20 Q. And that white board to me looks approximately maybe
21 three feet off of the ground as far as where the bottom of it
22 is, does that sound about right?

23 A. I can't tell exactly. It's hard to say.

24 Q. Okay. And on page two of this PDF file there's a
25 calendar here, is that something you added as well?

Muhammad Shahid

February 23, 2024
Page 23

1 A. Yes.

2 Q. On page three there's a television on the wall, is
3 that something you mounted?

4 A. Yes.

5 Q. And when did you mount that television?

6 A. I don't remember an exact date. Sometime between
7 when I brought the property and the loss.

8 Q. And there's like some kind of inflatable ring, like
9 an inflatable boxing ring or something but it's clearly for a
10 child or children, do you see that on the right side?

11 A. Yes.

12 Q. Is that something that came with the property or you
13 put that in there?

14 A. No. We put that in there.

15 Q. And is this the same play room where we were looking
16 at pictures of on page two?

17 A. Yes. Correct.

18 Q. Here there looks like -- On page five looks like the
19 balls that you put in the ball pit and then a slide, do you see
20 that?

21 A. Yes.

22 Q. And that's something y'all brought over there as
23 well?

24 A. Correct.

25 Q. And is this the same room or a different room than

Muhammad Shahid

February 23, 2024
Page 24

1 the one with the inflatable ring and TV on the wall that we
2 were just looking at?

3 A. Same.

4 Q. On page eight of this PDF there's this kind of -- It
5 looks like matting that you can put together like a puzzle
6 here, do you see what I'm talking about?

7 A. Yes.

8 Q. Is that something y'all brought over as well?

9 A. Yes.

10 Q. Is this the same room where all that other stuff that
11 we were just looking at like the TV, slide, inflatable ring?

12 A. Yes.

13 Q. Okay. There we go. Now we can see it all here. I
14 apologize I didn't realize this photo was in there. So this is
15 page nine.

16 And then on page ten, there's a few different
17 rooms shown but there's a room here in the back with a circular
18 rug, a little tiny table, and some decorations on the wall, do
19 you see that?

20 A. Yes.

21 Q. And that's a different room than the one we were just
22 looking at a moment ago, correct?

23 A. Correct.

24 Q. Did you put that table and chair in there?

25 A. This was in the play room as long as I remember.

Muhammad Shahid

February 23, 2024
Page 25

1 Maybe the contractors moved it there but this was in the play
2 room.

3 Q. And when you say contractors, you're referring to the
4 contractors that started doing work after the loss; is that
5 right?

6 A. Yes.

7 Q. And do you have the -- either right now or later on
8 the names and contact information for those contractors?

9 A. Yeah.

10 Q. Is that something you can provide now?

11 A. Yeah. They are called Go Crafts. That's the name of
12 the company. I don't know the name of the individuals.

13 Q. Okay. On page 15 it's a different view of that room
14 with the circular rug in the middle and the stuff on the wall,
15 and in this version of the photo we can see there is actually
16 two tables, do you agree with me?

17 A. Yeah.

18 Q. Okay. This was stuff that was in the play room that
19 you think was moved either by the contractors or someone else
20 beside you?

21 A. Correct.

22 Q. And do you see here where there's a child safety
23 mechanism on this door handle?

24 A. Yes.

25 Q. Who added that?

Muhammad Shahid

February 23, 2024
Page 26

1 A. We did.

2 Q. And why is that?

3 A. For our kids because when I was painting they would
4 open the door and come in and touch the paint and tools so I
5 installed those on most of the doors so they would not bother
6 us when we are doing work.

7 Q. All right. I will stop sharing my screen with you.
8 When your kids would write on that white board, would they need
9 a stool or something to stand on in order to get that high?

10 A. No. My son is pretty tall. He's nine years old. He
11 was able to reach the board without any problems.

12 My daughter would have to get on her tippy toes
13 but she could reach it too.

14 Q. So at any time since you purchased the property at
15 Cactus Wren, have you or your wife operated any businesses out
16 of it?

17 A. No.

18 Q. At any time in the last ten years, have you or your
19 wife operated any kind of childcare businesses anywhere
20 regardless of the address?

21 A. No.

22 Q. All right. So I don't think I have too much to go
23 over with you. I need to kind of look over everything again
24 and make sure I've covered what I need to cover and then come
25 back and ask you whatever else I need to ask you and we'll

Muhammad Shahid

February 23, 2024
Page 27

1 finish up.

2 So let's go ahead and take a ten minute maybe 15
3 minute break and come back on. If you want to mute your
4 microphone and turn your camera off feel free to do so and I
5 will do the same. I will come back on and turn my mic and
6 camera on when I'm ready to finish up, okay.

7 A. Sounds good.

8 (Off the record at 10:48 a.m.)

9 REPORTER: We are now back on the record at
10 11:08 a.m.

11 Q. (By Jordan Kennamer-Chapman) There's a few things I
12 need to go over with you that I didn't yet. What cellphone
13 numbers do you currently use?

14 A. My cell number is (225) 436-9320.

15 Q. Okay. Is that your only cellphone that you use?

16 A. Yes.

17 Q. Since you purchased the property on Cactus Wren, is
18 that the only cellphone number you've utilized?

19 A. That is correct.

20 Q. What is your wife's cellphone number?

21 A. (832) 374-4277.

22 Q. And is that the only cellphone number that she's
23 utilized since y'all purchased the property on Cactus Wren?

24 A. She had a different number. I don't recall when she
25 changed it. She use to have a Kentucky number before she

Muhammad Shahid

February 23, 2024
Page 28

1 changed it. I believe some time last year.

2 Q. Okay. And what about -- Do you know anyone who has
3 the phone number (832) 374-4288?

4 A. No.

5 Q. And so the business Conquest Centers LLC or the LLC
6 that we've been discussing, what steps beside forming the
7 business and registering it with the Texas Secretary of State
8 office, what other steps, if any, have you made in furtherance
9 to starting that business?

10 A. I mean, we have been doing some research. Market
11 research to see what kind of demand is out there for this
12 therapy. There are several support groups in this area, for
13 example, for down syndrome there is Houston Association of Down
14 Syndrome.

15 There is National Society of Down Syndrome. For
16 ADHD there is ADDA. For autism there is Texas Society of
17 Autism. All these support groups we went to their events.
18 They have events throughout the year.

19 We went to the event, met people who had these
20 conditions and kind of try to understand if they would be
21 interested in this kind of therapy. Also posted on some of
22 those website's to get some feedback but nothing beyond
23 research has been done.

24 Q. Is there anybody else who has any ownership-interest
25 in Conquest Centers LLC besides you and your wife?

Muhammad Shahid

February 23, 2024
Page 29

1 A. No.

2 Q. Okay. Have you hired anybody or paid anybody to do
3 any further development of that business?

4 A. We had hired a person to build a website. They
5 started building it but it's not complete yet. They just
6 started it and I think they are maybe halfway or something. I
7 haven't spoken to them in a little bit.

8 Q. Do you know what -- Well, let me ask this. Have you
9 obtained a tax ID number for that business?

10 A. Yes.

11 Q. Have you filed any tax documents relating to that
12 business?

13 A. No.

14 Q. Do you know what an NPI number is?

15 A. Yes.

16 Q. And what is that?

17 A. It stands for national provider something.

18 Q. And did you ever obtain one of those -- a NPI number
19 for the Conquest Centers LLC?

20 A. Yes.

21 Q. And when you -- My understanding is when you obtain a
22 NPI number, one piece of information you have to provide is a
23 business address like a provider practice location, do you
24 recall providing one of those to get that NPI number?

25 A. I don't remember. I don't think that is needed.

Muhammad Shahid

February 23, 2024
Page 30

1 It's been a while so I don't remember exactly what you need to
2 provide.

3 Q. When did you obtain that NPI number?

4 A. Several months ago. It was around the time I
5 registered the LLC.

6 Q. So what I'm going to do is share my screen with you
7 again.

8 A. Okay.

9 Q. A little bit ago I searched to see if there was an
10 NPI number for Conquest Centers LLC. This is a printout of
11 that search. You can see here it's a six page PDF. We will
12 attach it as exhibit two.

13 You can see the date at the top and that's
14 today's date and that's where I searched it. My first question
15 is, is that NPI number that you know associated with Conquest
16 Centers?

17 A. I will have to look that up. I don't remember off
18 the top of my head.

19 (Exhibit No. 2 was marked.)

20 Q. Okay. And then here you would agree with me that
21 under provider practice location it says 14902 Cactus Wren
22 Drive?

23 A. It does say that but that is incorrect. It was no
24 practice at this address.

25 Q. And then down here under authorized official it says,

Muhammad Shahid

February 23, 2024
Page 31

1 Muhammad Haaris Shahid, and it has a phone number
2 (225) 436-9320, that's your name and phone number, correct?

3 A. Yes.

4 Q. And so according to the NPI database it shows that
5 Cactus Wren is the provider and physically located at 14902
6 Cactus Wren Drive, correct?

7 A. Correct. I will have to update that information.
8 I'm not sure where they're getting that from.

9 Q. Okay. What's interesting to me about it is that --
10 Well one of the things that's interesting is that, it says the
11 NPI number was issued on September 11th, 2023, and I believe
12 that was before you even purchased the property on Cactus Wren
13 Drive; is that right?

14 A. I think so. Again, I don't recall the exact date.

15 Q. And is this -- I will show you a website that I
16 found. Is this the website that you hired somebody to start
17 working on?

18 A. They made some changes. This is not the one I saw
19 the last time. He made some changes on it but yes.

20 Q. But it is the website that you retained somebody to
21 build; is that correct?

22 A. Yes. This is the structure.

23 Q. Okay. And what address is that, do you know?

24 A. I'm not sure. I don't have any address associated
25 with that business as I said before. There is no physical

Muhammad Shahid

February 23, 2024
Page 32

1 location and that phone number is also wrong.

2 REPORTER: I'm sorry. It's breaking up on my
3 end so could you repeat that last question and answer?

4 JORDAN KENNAMER-CHAPMAN: Sure. No problem.

5 Q. (By Jordan Kennamer-Chapman) Mr. Shahid, I was
6 pointing out to you what is on this website under the contact.
7 It says 14920 Huffmeister Road in Cypress, Texas, and you were
8 telling me that that's not an address you are familiar with; is
9 that correct?

10 A. That right.

11 Q. And the phone number below listed as (832) 374-4288,
12 and that's also not a correct phone number for you or your
13 wife; is that accurate?

14 A. That's accurate.

15 Q. And one thing I found interesting about that was
16 that, it's almost your wife's phone number. And her phone
17 number is (832) 374-4277; is that right?

18 A. Correct. So I'm assuming that person planted a dummy
19 number in there. I would have to ask them.

20 Q. Yeah. And that info at ConquestCenters.com e-mail
21 address, is that an e-mail address that you or your wife have
22 access to?

23 A. No.

24 Q. At any point did you intend to open Conquest Centers
25 at the address on Cactus Wren?

Muhammad Shahid

February 23, 2024
Page 33

1 A. No. Cactus Wren is residential you can't open a
2 therapy center there. It needs to be in a commercial area.

3 Q. Have you retained any attorneys to help you start
4 that Conquest Centers LLC?

5 A. No.

6 Q. Have you ever heard of an attorney name Brittany
7 Grace Mortimer?

8 A. No.

9 Q. Okay. Can you see my screen?

10 A. Yes.

11 Q. This is the certificate of formation for Conquest
12 Centers LLC that you sent into my office in connection with
13 this examination under oath today, correct?

14 A. Correct.

15 Q. And it has the business address as 17230 Fable
16 Springs Lane in Cypress, Texas, correct?

17 A. That's not the business address. That's the address
18 to receive mail.

19 Q. Okay. Under section-C the business address of the
20 registered agent and the registered office address is 17230
21 Fable Springs Lane in Cypress, Texas 77433, am I reading that
22 correctly?

23 A. Yeah. That's the address to receive mail. There is
24 no physical business there and I clarified that with the
25 Secretary of State office before I put that on there.

Muhammad Shahid

February 23, 2024
Page 34

1 Q. And we will attach this as exhibit three. Mr. Shahid
2 since you filed this certificate of formation, have you updated
3 any of the addresses on here with the Secretary of State?

4 A. No.

5 (Exhibit No. 3 was marked.)

6 Q. Let me stop sharing my screen. And I will share one
7 more time. I want to go back to that website so we can
8 document it for the record. This is the website we were
9 looking at.

10 And this is the one that you had hired somebody
11 to start building for you when you started the business?

12 A. Yes.

13 Q. So what I'm going to do is take a screen grab of it
14 and we will attach that as exhibit four. And then for the
15 record I will read out that URL, which is
16 D-R-W-G-X-Z-Y-E-E-L-E-M-E-N-T-O-R.C-L-O-U-D.

17 I will stop sharing my screen. So while I'm
18 doing this, Mr. Shahid, what is your current understanding of
19 why this claim is being investigated by Allstate?

20 A. I don't know. I never got a straight answer. I
21 would like the get a straight answer.

22 (Exhibit No. 4 was marked.)

23 Q. Okay. Do you recall any individuals from Allstate
24 coming out to the property on Cactus Wren and speaking to your
25 wife after the loss happened?

Muhammad Shahid

February 23, 2024
Page 35

1 A. Yes.

2 Q. And what is your -- It's my understanding that there
3 is a disagreement as far as what your wife told that person
4 when they came to the property, do you know what I'm talking
5 about?

6 A. Yes.

7 Q. So I know you know what I'm referring to. It's your
8 testimony under oath that your wife did not tell that
9 individual that she had been running any kind of childcare
10 operation out of that house?

11 A. Yes. Correct.

12 Q. And there's -- At no point was there any childcare
13 operation being run out of that address on Cactus Wren from the
14 time you bought it until the loss happened?

15 A. Until today I would say there is no childcare
16 business.

17 Q. All right. Let me double check something real quick.
18 When you filled out the paperwork to get the loan in order to
19 buy Cactus Wren, a lot of the times on those applications you
20 have to select what you're going to be using that property for,
21 do you recall what you selected?

22 A. I must've selected investment property.

23 Q. Okay. And your other properties that you rent out
24 are in Kentucky I believe; is that right?

25 A. Correct.

Muhammad Shahid

February 23, 2024
Page 36

1 Q. Do you rent those out fully furnished as well?

2 A. Yes. Not fully furnished. They are furnished but
3 the tenants can bring in additional furniture if they want to.

4 Q. And do you advertise those rental properties on some
5 type of listing website?

6 A. Sometimes I do and sometimes I hire a realtor. One
7 of the properties I haven't changed the tenants in a long time.
8 More than five years I've been having the same tenants there.

9 The other one I think the tenants have been
10 there for two or three years as well so I don't change tenants
11 very often.

12 Q. And as far as what you furnish for those properties
13 in Kentucky, do you also furnish them with like children's toys
14 and stuff like the stuff we were looking at in the pictures at
15 Cactus Wren?

16 A. Yes. I always have a play room. I think both of
17 them had play rooms and I also have office areas. My own house
18 where I live I have a play room and I have a office so that's
19 kind of the typical design I follow.

20 Q. And the security camera footage at Cactus Wren that
21 stopped working when the loss happened, how do you maintain
22 that security footage, is it on the cloud, do you have a hard
23 copy, like a closed network type thing?

24 A. The footage is not recorded. The cameras have motion
25 detection so it tracks motion. I get a notification on my

Muhammad Shahid

February 23, 2024
Page 37

1 phone and I can click on the notification and it gives me the
2 live feed but it doesn't record anything.

3 If you want to record then you have to sign up
4 for a subscription which I don't do.

5 Q. So you don't have any recordings of the security
6 footage at Cactus Wren prior to January 16th, 2024?

7 A. I have no recordings of either property. I only have
8 the motion detection and live feed capability.

9 Q. One quick thing. Your job at BASF, how many hours a
10 week do you typically work?

11 A. 40.

12 Q. Okay. And those 40 hours, do you work from home or
13 do you have to go into the office?

14 A. Most of the time I go to the office but I can work
15 from home too from time-to-time.

16 Q. So when you would go to the house on Cactus Wren to
17 do the work like a couple times a week like you were describing
18 earlier, was this on the weekends or during the week after
19 work?

20 A. Sometimes it would be after hours when I get back
21 from work. I work 6:30 to 3:30 so sometimes it would be after
22 work and sometimes it would be on weekends. I would say the
23 bigger jobs was over the weekend.

24 Q. All right. I think that's pretty much all I have.

25 JORDAN KENNAMER-CHAPMAN: Tai, is there anything

Muhammad Shahid

February 23, 2024
Page 38

1 else you wanted to ask?

2 TAI MCKINNON: No.

3 JORDAN KENNAMER-CHAPMAN: Okay. In that case,
4 Mr. Shahid, I appreciate you taking the time to answer my
5 questions today. We'll conduct your wife's examination under
6 oath later today at one p.m. but we can conclude yours and go
7 off the record.

8 (Off the record at 11:36 a.m.)
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Muhammad Shahid

February 23, 2024
Page 39

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

WITNESS CORRECTIONS AND SIGNATURE

Please indicate changes on this sheet of paper, giving the change, page number, line number and reason for the change. Please sign each page of changes.

PAGE/LINE	CORRECTION	REASON FOR CHANGE
-----------	------------	-------------------

MUHAMMAD SHAHID

Muhammad Shahid

February 23, 2024
Page 40

1 I, MUHAMMAD SHAHID, have read the foregoing transcript and
2 hereby affix my signature that same is true and correct, except
3 as noted above on the previous pages(s), and that I am signing
4 this before a Notary Public

5
6
7 MUHAMMAD SHAHID

8 THE STATE OF Texas)
9 COUNTY OF Harris)

10
11 Before me, Winette Smith, on this day personally appeared,
12 MUHAMMAD SHAHID, known to me or proved to me under oath or
13 through (description of identity card or
14 other document), to be the person whose name is subscribed to
15 the foregoing instrument and acknowledged to me that they
16 executed the same for the purposes and consideration therein
17 expressed.

18
19 Given under my hand and seal of office on this, the 23rd
20 day of February, 2024.

21
22
23 Notary Public in and for

24 The State of Texas

25 Commission Expires: 04/30/2027

Muhammad Shahid

February 23, 2024
Page 41

1 INSURANCE COMPANY : ALLSTATE INSURANCE COMPANY
2 INSURED : MUHAMMAD SHAHID
3 POLICY NO. : N/A
4 CLAIM NO. : 0742346539
5

6 CERTIFICATION TO THE
7 EXAMINATION UNDER OATH OF
8 MUHAMMAD SHAHID

9 TAKEN ON
10 FEBRUARY 23, 2024
11
12
13
14
15

16 I, Winette Smith, Notary Public in and for the State of
17 Texas, hereby certify that this examination under oath
18 transcript is a true record of the testimony given by with
19 witness named herein, after said witness was duly
20 sworn/affirmed by me.

21 I further certify that I am neither attorney nor counsel
22 for, related to, nor employed by any of the parties to the
23 action in which this testimony was taken. Further, I am not a
24 relative or employee of any attorney of record in this cause,
25 nor do I have a financial interest in the action.

Muhammad Shahid

February 23, 2024
Page 42

1 The original examination under oath transcript was
2 delivered to the attorney party who asked the first question
3 appearing in the transcript on February 23, 2024. JORDAN
4 KENNAMER-CHAPMAN, was the counsel present at the time of the
5 taking of this examination under oath.

6
7
8
9
10
11
12
13 
14

15 WINETTE SMITH

16 Notary Public in and for

17 The State of Texas

18 My Commission expires 04/30/2027

19
20
21 Magna Legal Services

22 700 Milam St. Ste. 1300

23 Houston, Texas 77002

24 866 624-6221

25 WWW.MagnaLS.com

Muhammad Shahid

February 23, 2024
Index: 0742346539..BASF

0	4	advertise 36:4
0742346539 4:25	4 34:22	advertised 19:23
1	40 37:11,12	agent 33:20
1 22:11	401K 17:19	agree 9:12 25:16 30:20
10 13:17	6	agreement 4:4
10:00 4:2	6:30 37:21	ahead 8:16 27:2
10:48 27:8	7	Allstate 4:12,22,23 11:4,15 34:19, 23
11:08 27:10	77433 9:21 33:21	answering 6:24 7:13 9:6
11:36 38:8	8	answers 6:25 7:18 8:3
11th 31:11	832 374-4277 27:21 32:17	apologize 24:14
14902 10:3 30:21 31:5	832 374-4288 28:3 32:11	appearance 4:10
14920 32:7	9	applications 35:19
15 25:13 27:2	90 13:11	appreciated 9:1
16th 13:23 14:12,15 37:6	A	approximately 22:20
17 13:24	a.m. 4:2 13:17 27:8,10 38:8	area 13:22 18:25 28:12 33:2
17-page 21:13	access 32:22	areas 36:17
17230 9:21 33:15,20	account 17:21	assigned 4:23
17th 13:13 14:10,21 19:21	accurate 6:18 32:13,14	associate 17:1
18th 9:19	accurately 7:17,18 8:3	Association 28:13
1985 9:19	add 18:21,24	assume 6:4
1st 19:17	ADDA 28:16	assuming 32:18
2	added 22:9,10,25 25:25	attach 22:4 30:12 34:1,14
2 30:19	additional 36:3	attorney 4:21 33:6
2018 15:21	address 9:20,24 10:2,6,9,12,18,19 11:24 16:23,25 17:1 18:5 26:20 29:23 30:24 31:23,24 32:8,21,25 33:15,17,19,20,23 35:13	attorneys 33:3
2023 12:3 31:11	addresses 34:3	audio 5:22
2024 4:2 12:16 13:14 19:17 37:6	ADHD 16:8 28:16	authorized 30:25
225 436-9320 27:14 31:2	administering 4:6	autism 16:8 28:16,17
23 4:2		B
3		back 7:9,21 11:16,19,21 14:1 24:17 26:25 27:3,5,9 34:7 37:20
3 34:5		background 9:17 16:9
3:30 37:21		ball 23:19
		balls 23:19
		BASF 15:17 22:2 37:9

Muhammad Shahid

February 23, 2024

Index: basic..cover

basic 9:17
basically 16:12
big 6:20 12:25
bigger 37:23
birth 9:18
bit 5:5,8 6:17 15:1 29:7 30:9
blue 11:8,11
board 22:6,14,18,20 26:8,11
boo 11:9
books 22:7
bother 26:5
bottom 22:21
bought 35:14
boxing 23:9
break 27:3
breaking 32:2
bring 36:3
Brittany 33:6
brought 23:7,22 24:8
build 29:4 31:21
building 29:5 34:11
bunch 21:13
burst 10:2 13:9,12 14:22 18:20
21:4
bursting 20:7
business 15:18,24 16:1,5,7,19,20,
22,23 17:10,11,16,21 19:7 21:25
22:1 28:5,7,9 29:3,9,12,23 31:25
33:15,17,19,24 34:11 35:16
businesses 26:15,19
buy 35:19

C

Cactus 10:3,4 11:25 12:17 14:10,
17 15:8 17:1 18:5 19:5,13,24
21:11,16 26:15 27:17,23 30:21
31:5,6,12 32:25 33:1 34:24 35:13,
19 36:15,20 37:6,16

calendar 22:25

call 4:22
called 13:25 14:2 25:11
camera 27:4,6 36:20
cameras 19:14,16 36:24
capability 37:8
car 21:25
case 5:24 8:24 11:5 38:3
cash 12:4
catch 7:6,23
caused 9:23
caved 13:20
ceiling 13:20,21
cell 27:14
cellphone 13:25 27:12,15,18,20,22
center 33:2
Centers 16:2,23 17:2,8 28:5,25 29:19 30:10,16 32:24 33:4,12
certificate 33:11 34:2
chair 24:24
chairs 18:9,13,14,17,18
chances 9:12
change 36:10
changed 27:25 28:1 36:7
check 14:2 35:17
chemical 15:19
child 23:10 25:22
childcare 26:19 35:9,12,15
children 18:1 23:10
children's 36:13
circular 24:17 25:14
claim 4:23,24 9:22 34:19
clarified 33:24
clarify 6:1 7:24
click 37:1
closed 36:23
cloud 36:22

color 11:8

commercial 33:2

communicate 7:20

communities 16:14

companies 17:9,19

company 13:21 14:8 15:19 25:12

complete 21:19 29:5

completed 10:13 13:9,11 20:25
21:3

conclude 38:6

concluding 8:21

conditions 16:8,15 28:20

conduct 38:5

conducted 4:4

confirm 19:11

connection 33:12

Conquest 16:2,22 17:2,8 28:5,25
29:19 30:10,15 32:24 33:4,11

Conquestcenters.com 32:20

considered 16:18

contact 11:3 20:20 25:8 32:6

contractors 20:17,20 25:1,3,4,8,
19

conversely 11:9

copy 10:13,16,17 11:19 36:23

Corporation 15:17

correct 5:10,14 9:24 11:25 12:1
13:14,15 15:5 16:4 20:18 21:11
22:3 23:17,24 24:22,23 25:21
27:19 31:2,6,7,21 32:9,12,18
33:13,14,16 35:11,25

correction 11:12

correctly 33:22

counsels 4:9

couple 7:5 14:19 15:21 19:22
20:11 37:17

court 4:6 6:15 8:10,14 10:24 11:8,
14

cover 26:24

Muhammad Shahid

February 23, 2024
Index: covered..front**covered** 26:24**Crafts** 25:11**Credit** 12:8**criminal** 5:16**current** 9:20 34:18**cuts** 5:22**Cypress** 9:21 10:6 32:7 33:16,21

D

D-R-W-G-X-Z-Y-E-E-L-E-M-E-N-T-O-R-C-L-O-U-D. 34:16**damage** 9:23**database** 31:4**date** 4:2 9:18 21:1 23:6 30:13,14 31:14**daughter** 26:12**day** 12:8 14:12,18 19:21**day-to-day** 7:20**decade** 17:25**decide** 16:12**decorations** 24:18**default** 17:14**delivered** 10:16**demand** 28:11**deposition** 5:2**describe** 22:6**describing** 37:17**design** 36:19**desk** 22:7**detection** 36:25 37:8**determine** 16:20**development** 29:3**difficult** 8:4**difficulty** 6:8**dining** 18:14,25**disagreement** 35:3**disconnected** 19:19**discover** 13:16**discovered** 13:13,19 14:22**discussing** 28:6**document** 34:8**documents** 9:4 29:11**door** 13:18 25:23 26:4**doors** 22:7 26:5**double** 35:17**draining** 14:1**draw** 22:14,18**Drive** 10:3 30:22 31:6,13**dryer** 18:10**duly** 4:14**dummy** 32:18

E

e-mail 10:9,12,15,18,19 32:20,21**e-mailed** 11:18**earlier** 8:8 37:18**earn** 15:2,3,14**effect** 8:12**effects** 8:20**efficient** 5:7**electricity** 19:19**employed** 17:24**end** 7:23 8:18 11:1,16 20:3 32:3**entered** 14:4**enterprise** 17:13**entity** 17:12**envelope** 11:20,21**event** 28:19**events** 28:17,18**exact** 21:1 23:6 31:14**examination** 4:3,7,15 5:1 7:5,22 8:21 9:10 21:20 33:13 38:5**exhibit** 22:4,11 30:12,19 34:1,5,14,22

F

Fable 9:21,24 10:6,19 33:15,21**fair** 6:6,7**familiar** 32:8**family** 19:25 20:2**feasibility** 16:20**February** 4:2 12:16 20:3**Fed** 10:16**feed** 37:2,8**feedback** 28:22**feel** 27:4**feet** 22:21**fence** 14:1**file** 22:24**filed** 29:11 34:2**filled** 35:18**finance** 12:5,6**find** 7:21**fine** 5:23**finish** 6:23,25 7:7,8,9 27:1,6**fixtures** 13:6**flip** 12:14**follow** 36:19**footage** 36:20,22,24 37:6**formation** 33:11 34:2**forming** 28:6**forward** 7:22**found** 14:4 31:16 32:15**free** 27:4**freeze** 13:23 14:14**Friday** 4:2**friends** 19:25**front** 9:5

Muhammad Shahid

February 23, 2024
Index: frozen..kind**frozen** 9:23**full** 4:17 14:23**full-time** 15:15**fully** 8:19 19:3 21:3 36:1,2**furnish** 12:22 18:21 36:12,13**furnished** 18:25 19:3 36:1,2**furnishings** 18:6,21**furniture** 18:14 36:3**furtherance** 28:8

G

garage 14:1**gears** 14:25**generally** 5:6**generate** 17:15**generated** 17:14**ghost** 11:9**give** 10:15 14:9**glue** 22:7**goal** 16:11**good** 4:17 10:9 27:7**goofy** 7:15**grab** 34:13**Grace** 33:7**greatly** 9:1**green** 11:11**grocery** 14:3**ground** 22:21**groups** 28:12,17

H

Haaris 4:19 31:1**Haaris_shahid@hotmail.com.**
10:10**halfway** 29:6**hand** 5:9**handle** 25:23**happened** 19:18 20:4 34:25 35:14
36:21**happy** 7:9**hard** 7:16 8:9 22:23 36:22**head** 7:16,25 20:23 30:18**hear** 5:21,23 6:8,10,11,13 8:9**heard** 33:6**high** 26:9**hire** 16:11 36:6**hired** 20:16 29:2,4 31:16 34:10**hit** 7:3**home** 16:23 37:12,15**homemaker** 17:23**hot** 10:19**hours** 37:9,12,20**house** 12:21 13:3 14:4 21:15,22,25
35:10 36:17 37:16**Houston** 28:13**Huffmeister** 32:7

I

ID 29:9**idea** 16:18,19**immediately** 14:4**important** 5:19**importantly** 5:8**incident** 19:18,21 20:3**include** 15:8**income** 15:2,3,13,14 17:17**incorporated** 17:12**incorrect** 9:25 30:23**individual** 35:9**individuals** 25:12 34:23**inflatable** 23:8,9 24:1,11**info** 32:20**information** 20:20 25:8 29:22
31:7**inside** 18:18 21:10,15**install** 19:12**installed** 19:14 26:5**instillation** 14:13**intake** 14:13**intend** 16:5 32:24**interest** 16:12 17:21**interested** 20:1,2 28:21**interesting** 31:9,10 32:15**interrupt** 7:4,8**interrupted** 7:10**intrigued** 16:12**investigated** 34:19**investment** 10:1 12:11,12 15:3,6
19:2 35:22**issued** 31:11

J

January 13:13,23,24 14:21 18:20
19:16,21 37:6**job** 15:15 37:9**jobs** 37:23**joining** 4:20**Jordan** 4:11,16,21 27:11 32:4,5
37:25 38:3**July** 9:19

K

Kennamer-chapman 4:11,12,16,
21 27:11 32:4,5 37:25 38:3**Kentucky** 15:11,12 27:25 35:24
36:13**kids** 22:13,16,17,19 26:3,8**kind** 7:14 8:7 9:3 11:2,12 12:24
15:18 16:5,10,16 23:8 24:4 26:19,
23 28:11,20,21 35:9 36:19

Muhammad Shahid

February 23, 2024

Index: Lane..ownership-interest

L	manners 7:19	needed 12:21,22,25 13:4,5 18:21 29:25
Lane 9:21,24 10:6 33:16,21	manufacturing 15:19	network 36:23
learn 22:14	marked 22:11 30:19 34:5,22	night 13:23 20:8
Lebron 15:12	Market 28:10	nod 7:15
left 13:10 18:7,10	matting 24:5	note 10:25 11:5
legal 4:5,17	McKinnon 4:22 38:2	notification 36:25 37:1
lender 12:7	means 4:8 5:12,16	notified 14:6
listed 20:5 32:11	meant 11:10	NPI 29:14,18,22,24 30:3,10,15 31:4,11
listing 36:5	mechanism 25:23	number 4:24 17:14 27:14,18,20, 22,24,25 28:3 29:9,14,18,22,24 30:3,10,15 31:1,2,11 32:1,11,12, 16,17,19
live 36:18 37:2,8	meet 16:14	numbers 27:13
lived 10:7 16:13	mentioned 18:20 20:10,16	O
lives 7:20	mentioning 8:8	oath 4:3,7 5:1,13,16 7:5,22 8:22 9:10 21:20 33:13 35:8 38:6
living 17:22 18:25 19:6	met 28:19	obtain 29:18,21 30:3
LLC 15:25 16:2,3,23 17:2,8,15 28:5,25 29:19 30:5,10 33:4,12	mic 27:5	obtained 29:9
loan 35:18	microphone 27:4	obvious 13:2
located 21:21,23 31:5	middle 25:14	occurred 11:24
location 29:23 30:21 32:1	minute 8:24 21:7 27:2,3	occurrence 7:4
lock 22:7	mistakes 10:24 11:14	office 16:23 18:14 19:1 28:8 33:12, 20,25 36:17,18 37:13,14
long 10:7 15:20 19:20 24:25 36:7	moment 24:22	official 30:25
loss 11:24 23:7 25:4 34:25 35:14 36:21	months 10:8 30:4	open 26:4 32:24 33:1
lost 20:4	morning 4:17 13:18	opened 13:18
lot 7:20 13:1,2 35:19	mortgage 12:7	operated 26:15,19
Louisville 15:11	Mortimer 33:7	operation 35:10,13
M	motion 36:24,25 37:8	opportunity 10:23 11:5
made 10:24 11:14 28:8 31:18,19	mount 23:5	order 6:18 26:9 35:18
Magna 4:5	mounted 23:3	overhear 9:10,14
mail 10:19 33:18,23	move 7:1	overseeing 20:14,16
main 10:22 13:6	moved 25:1,19	owner 18:7 19:5
maintain 36:21	Muhammad 4:3,13,19 31:1	owners 13:1
make 7:10,17 8:2 11:22 26:24	Multiple 13:5	ownership-interest 17:8 28:24
makes 11:9	must've 35:22	
making 11:13	mute 27:3	
N	N	
names 20:20 25:8	names 20:20 25:8	
national 28:15 29:17	national 28:15 29:17	

Muhammad Shahid

February 23, 2024
Index: p.m...related

P	platform 19:23 play 19:1 22:13,15,18 23:15 24:25 25:1,18 36:16,17,18	puzzle 24:5 Q
p.m. 38:6 paid 29:2 paint 13:2,10 26:4 painting 12:22,24,25 13:1 20:14, 15 26:3 pandemic 7:3 paperwork 35:18 part 15:2 18:10 parties 4:4 Pasadena 21:24 pay 12:4 PDF 21:13 22:24 24:4 30:11 penalty 5:17 people 12:12 16:8,14,17 28:19 percent 13:11 Perfect 6:4 period 14:20 perjury 5:17 person 29:4 32:18 35:3 phone 28:3 31:1,2 32:1,11,12,16 37:1 photo 21:10 22:5 24:14 25:15 photos 21:14,15 physical 10:16,17 11:19 31:25 33:24 physically 31:5 pictures 23:16 36:14 piece 29:22 pipe 9:23 10:2 13:9,12 14:22 18:20 20:7 21:4 pipes 14:13,14,16 pit 23:19 places 10:20 plan 9:5 17:20 planted 32:18	point 5:21 7:7 14:2 18:6 19:23 20:7,21 32:24 35:12 pointing 32:6 pool 13:4,5 18:17 20:21,25 21:3 portion 12:5 position 9:13 posted 28:21 potential 16:18 practice 29:23 30:21,24 preparing 14:14 20:1 pretty 14:19 21:1 26:10 37:24 previous 13:1 18:7 19:5 printout 30:10 prior 14:9,15 20:7 37:6 problem 32:4 problems 26:11 process 5:6 properties 15:3,6,13,24 19:2 35:23 36:4,7,12 property 10:1 12:2,4,9,11,13,17 13:17 14:10,17,21,23 17:10,11,16 18:20,22 19:6,13,24 20:1,8 21:2,11 22:9 23:7,12 26:14 27:17,23 31:12 34:24 35:4,20,22 37:7 provide 16:7 25:10 29:22 30:2 provided 10:18,19 provider 29:17,23 30:21 31:5 providing 29:24 pump 13:4 purchase 12:2 18:19 purchased 12:4,9,17 14:21 17:7 18:5 19:13 21:2 22:8 26:14 27:17, 23 31:12 purchasing 12:10 purpose 12:15 put 9:14 11:21 23:13,14,19 24:5,24 33:25	question 5:25 6:10 7:1 30:14 32:3 questions 5:4,20 6:5,23 7:13 8:21 9:6,17 11:3 38:5 quick 35:17 37:9 quickly 21:1 R raise 5:9 reach 20:2 26:11,13 read 34:15 reading 33:21 ready 27:6 real 35:17 realize 24:14 realtor 36:6 reason 5:21 12:9,20 17:5 reasons 10:11,22 recall 18:8,11 21:1 27:24 29:24 31:14 34:23 35:21 receive 33:18,23 recent 15:22 recognize 16:15 record 4:1,10 8:23 9:15 27:8,9 34:8,15 37:2,3 38:7,8 recorded 36:24 recordings 37:5,7 records 9:5 reduced 6:16 referring 25:3 35:7 reflected 7:17,18 8:3 registered 15:25 30:5 33:20 registering 28:7 regularly 14:19 related 8:7 9:3

Muhammad Shahid

February 23, 2024
Index: relates..stop

relates 9:23	run 16:5 17:11 35:13	sign 11:15,21 37:3
relating 29:11	running 35:9	signature 11:15,21
relying 9:5		sir 5:3
remember 20:22 23:6 24:25 29:25 30:1,17	<hr/> S <hr/>	sizes 18:17
remodelling 12:14	safety 25:22	slide 23:19 24:11
remotely 4:4,7	saving 17:20	small 18:16
renovation 13:8	scan 11:18	Smith 4:5
rent 12:13,23 19:2 35:23 36:1	scheduled 21:19	snarky 8:4
rental 15:13,24 17:10,11,15 36:4	scratch 17:7	Society 28:15,16
rented 19:24	screen 21:6 26:7 30:6 33:9 34:6, 13,17	son 26:10
renting 12:15 19:6 20:3	scroll 21:14	sound 11:9 22:22
repairs 12:22 13:4,5 20:14,21,25 21:3	search 30:11	sounds 7:14 15:2 27:7
repeat 6:1,10 8:9,12 32:3	searched 30:9,14	sources 15:14 17:17
rephrase 6:1	Secretary 28:7 33:25 34:3	space 19:1
replace 13:6	section-c 33:19	speaking 5:6 13:12 34:24
reporter 4:1,6 6:15 8:10,14 10:24 11:8,14 27:9 32:2	security 19:12,14,16 36:20,22 37:5	specialist 4:23
reporting 4:7	select 35:20	spell 8:13,15,17,19
research 28:10,11,23	selected 35:21,22	spellings 8:25
researching 16:19	self-addressed 11:20	spoke 19:25
residential 9:20 10:12,18 12:18 19:10 33:1	self-explanatory 11:2	spoken 29:7
retained 31:20 33:3	send 10:20 11:16,17,19,21	Springs 9:21,24 10:6,19 33:16,21
return 17:13	sense 7:11 11:22	stamped 11:20
revert 7:21	September 12:3 31:11	stand 26:9
review 10:23	Services 4:6	stands 29:17
ring 23:8,9 24:1,11	set 19:1	start 6:24 9:17 16:12 31:16 33:3 34:11
Road 32:7	Shahid 4:3,13,19,20 8:23 31:1 32:5 34:1,18 38:4	started 5:4 16:1,24 21:2 25:4 29:5, 6 34:11
role 15:22	shake 7:15,25	starting 16:21 28:9
roles 15:21	share 21:6 30:6 34:6	state 4:9,17 28:7 33:25 34:3
room 9:9,13 18:14,25 19:1 22:13, 15,18 23:15,25 24:10,17,21,25 25:2,13,18 36:16,18	sharing 26:7 34:6,17	states 16:13
rooms 12:25 24:17 36:17	shopping 14:3	stay 8:24 20:8
rude 8:4	show 31:15	stenographic 4:8
rug 24:18 25:14	shown 17:13 24:17	steps 28:6,8
	shows 31:4	stocks 17:19,20
	side 23:10	stool 26:9
		stop 7:7 26:7 34:6,17

Muhammad Shahid

February 23, 2024
Index: stopped..website

stopped 36:21	therapist 16:11	
store 14:3	therapy 16:7,10,16 28:12,21 33:2	U
straight 34:20,21	thing 9:3 11:10 12:25 22:7 32:15 36:23 37:9	U-N-D-I-N-E 14:8
structure 31:22	things 6:19 7:16 8:13 12:14,23 13:5,7 18:7 22:14 27:11 31:10	uh-huh 7:16 8:1
stuff 24:10 25:14,18 36:14	time 4:2 6:21 13:9 14:11,16,20 17:24 18:19 26:14,18 28:1 30:4 31:19 34:7 35:14 36:7 37:14 38:4	uh-uh 7:16
subject 5:16	time-to-time 8:14 37:15	understand 5:12,15,20,24,25 6:2, 11 8:6,10 28:20
subscription 37:4	times 7:5 8:8 14:19 20:11 35:19 37:17	understanding 15:23 19:10 29:21 34:18 35:2
support 16:15 28:12,17	tiny 24:18	understood 6:5
Swan 20:21	tippy 26:12	Undine 13:22 14:8
swear 5:9	today 4:20,22,24 5:13 6:5 7:13 8:20 9:6,22 21:20 33:13 35:15 38:5,6	unintentionally 7:4
switch 14:25	today's 4:1 30:14	Union 12:8
sworn 4:14	toes 26:12	update 31:7
syndrome 16:8 28:13,14,15	told 35:3	updated 34:2
system 19:15	Tomball 10:3 11:25	UPS 10:16
systems 19:12	tools 26:4	URL 34:15
	top 20:22 30:13,18	usual 7:3
T	total 15:7	utility 14:8
table 24:18,24	touch 26:4	utilized 27:18,23
tables 18:9,13,16 25:16	touchups 13:1,2	
Tai 4:22 37:25 38:2	toys 36:13	V
taking 6:15 11:7 38:4	tracks 36:25	verbally 7:14
talk 4:24 6:17,22	transcribed 10:25 11:6,7	version 25:15
talking 9:4 11:13 18:14,15 24:6 35:4	transcript 6:16,19 7:17 8:3,15 10:13,20,22 11:16	view 25:13
tall 26:10	truth 5:9,10	
tax 17:13 29:9,11	turn 27:4,5	W
technical 6:7	TV 24:1,11	W-R-E-N 10:5
television 23:2,5	type 11:10 36:5,23	walkthroughs 13:24
telling 32:8	typical 36:19	wall 22:8 23:2 24:1,18 25:14
ten 24:16 26:18 27:2	typically 37:10	walls 13:2,10
tenants 12:18 36:3,7,8,9,10		wanted 38:1
testified 4:14		washer 18:9
testify 5:15		water 9:23 13:19,21,25 14:7,8
testifying 5:12		watering 13:20
testimony 5:16 35:8		website 20:5 29:4 31:15,16,20 32:6 34:7,8 36:5
Texas 9:21 10:3 11:25 12:8 21:24 28:7,16 32:7 33:16,21		

Muhammad Shahid

February 23, 2024
Index: website's..zoom

website's 28:22

week 14:19,23,24 20:11 37:10,17,
18

weekend 37:23

weekends 37:18,22

weeks 10:14 19:22

white 22:5,20 26:8

wife 13:17 14:2,9,12,16,22 16:9
17:4,22 18:1 20:8 22:16 26:15,19
28:25 32:13,21 34:25 35:3,8

wife's 21:20 27:20 32:16 38:5

Winette 4:5

word 10:4

words 7:14

work 5:6 12:21,24 13:22 20:13,16,
17 21:2 22:2 25:4 26:6 37:10,12,
14,17,19,21,22

worked 15:20

working 19:16 22:17 31:17 36:21

world 7:23

wrap 14:12,16

Wren 10:3,5 11:25 12:17 14:10,17
15:8 17:1 18:6 19:5,13,24 21:11,16
26:15 27:17,23 30:21 31:5,6,12
32:25 33:1 34:24 35:13,19 36:15,
20 37:6,16

write 26:8

written 6:16

wrong 32:1

wrote 11:9

Y

y'all 23:22 24:8 27:23


year 10:8 28:1,18

years 16:13 26:10,18 36:8,10


Z

zoom 4:22 5:22 7:2

Exhibit 8



Anthony (Tony) Anderson
 tonyanderson@kv.com
 Ph: 281-546-0716
 Keller Williams Realty Professionals
 http://www.jogonhome.com/



Property Type is 'Rental' Status is 'Active' Status is 'Sold' Status Contractual Search Date is 05/13/2024 to 02/13/2024 Beds is 4+ Baths Full is 3+ Building SqFt is 2200 to 3200 Lot Size is 18000 to 25000 Latitude, Longitude is around 30.16, -95.63

Market Analysis Summary | Rental

Listings as of 5/13/2024 at 5/13/2024 5:44:03PM, Page 1 of :

#	MLS #	Address	Subdivision	Pool	BR	FB	HB	# Gar	Bld SqFt	Yr Blt	Lot SF	List Price	LP/SqFt	CDOM	Cls Date	Lease Price	LsP/SqFt	Ls/LP%
Listings: Active																		
1	35555358	10071 Woodhollow Drive	Whispering Oaks 02	No	4	3	0	2	2,461	1974	22,950	\$2,200	\$0.89	84				
2	29982357	16734 Wine Meadow Court	Cypress Point Lake Estates 02	No	4	3	1	3	2,940	2003	20,704	\$3,100	\$1.05	18				
3	19579591	2438 Carriage Lamp Lane	Carriage Hills 02	No	4	4	1	2	3,060	1984	20,000	\$4,850	\$1.58	61				
			Min		4	3	0	2	2,461	1974	20,000	\$2,200	\$0.89	18				
			Max		4	4	1	3	3,060	2003	22,950	\$4,850	\$1.58	84				
			Avg		4	3	1	2	2,820	1987	21,218	\$3,383	\$1.17	54				
			Med		4	3	1	2	2,940	1984	20,704	\$3,100	\$1.05	61				
Listings: Sold																		
1	19342736	5810 Sequoia Trace Court	Windrose	No	4	3	0	3	2,732	2001	18,060	\$2,995	\$1.10	68	04/02/24	\$2,850	\$1.04	95.16
2	67156787	21263 Hidden Bend Loop	Magnolia Reserve 02	No	4	3	0	3	3,008	2021	18,740	\$3,800	\$1.26	8	04/29/24	\$3,750	\$1.25	98.68
			Min		4	3	0	3	2,732	2001	18,060	\$2,995	\$1.10	8		\$2,850	\$1.04	95.16
			Max		4	3	0	3	3,008	2021	18,740	\$3,800	\$1.26	68		\$3,750	\$1.25	98.68
			Avg		4	3	0	3	2,870	2011	18,400	\$3,398	\$1.18	38		\$3,300	\$1.15	96.92
			Med		4	3	0	3	2,870	2011	18,400	\$3,398	\$1.18	38		\$3,300	\$1.15	96.92

Presented by: Anthony Anderson

This represents an estimated sale price for this property. It is not the same as the opinion of value in an appraisal developed by a licensed appraiser under the Uniform Standards of Professional Appraisal Practice.

Copyright: Houston Association of REALTORS© 2024 All rights reserved.
 Information is believed to be accurate but is not guaranteed



Anthony (Tony) Anderson
 tonyanderson@kv.com
 Ph: 281-546-0716
 Keller Williams Realty Professionals
<http://www.jogonhome.com/>



Property Type is 'Rental' Status is 'Active' Status is 'Sold' Status Contractual Search Date is 05/13/2024 to 02/13/2024 Beds is 4+ Baths Full is 3+ Building SqFt is 2200 to 3200 Lot Size is 18000 to 25000 Latitude, Longitude is around 30.16, -95.63

5	Total Listings	Avg	4	3	0	3	2,840	1997	20,091	\$3,389	\$1.18	48	\$3,300	\$1.15	38.77
		Med	4	3	0	3	2,940	2001	20,000	\$3,100	\$1.10	61	\$3,300	\$1.15	96.92

Quick Statistics (5 Listings Total)

	Min	Max	Average	Median
List Price	\$2,200	\$4,850	\$3,389	\$3,100
Sold Price	\$2,850	\$3,750	\$3,300	\$3,300
LP/SF	\$0.89	\$1.58	\$1.18	\$1.10
SP/SF	\$1.04	\$1.25	\$1.15	\$1.15

Presented by: Anthony Anderson

This represents an estimated sale price for this property. It is not the same as the opinion of value in an appraisal developed by a licensed appraiser under the Uniform Standards of Professional Appraisal Practice.

Copyright: Houston Association of REALTORS© 2024 All rights reserved.

Information is believed to be accurate but is not guaranteed

Exhibit 7

SWORN STATEMENT IN PROOF OF LOSS

to

ALLSTATE INDEMNITY COMPANY

Policy No. 000436220450Claim No. 0742346539To the Allstate Indemnity Company, Northbrook, IllinoisAt time of loss, by the above indicated policy of insurance you insured Muhammad Shahid Ujala Haaris

INSURED'S NAME

against loss by Water Damage to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A water damage loss occurred about the hour of 10 o'clock AM,
On the 17 day of January 2024. The cause and origin of the said loss were: water damage from frozen pipe break destroyed home

2. Occupancy: The building describe, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Investment Property

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was owner of property
No other person or persons had any interest therein or incumbrance thereon, except: Texas Bay Credit Union

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: N/A

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ 400,000, as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was \$ 400,000

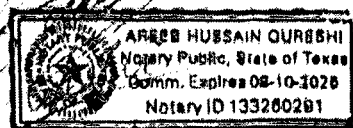
7. The Whole Loss and Damage was \$ 137,525.63

8. The Amount Claimed under the above numbered policy is \$ 137,525.63

The said loss did not originate by any act, design or procurement on the part of this insured, or this affiant; nothing has been done by or with the privity or consent of this insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of TexasSignature [Signature]County of HarrisSignature [Signature]Subscribed and sworn to be before me this 23 day of February 2024.by MUHAMMAD SHAHID Notary Public

0742346539 ATM

SCHEDULE 'A' - POLICY FORM

Policy Form No. 000436220450 Effective Date 9/1/2023
 Item 1. \$Amount on 127,065 Date 01/17/2024
 Item 2. \$Amount on 10,460 Date 01/17/2024
 Item 3. \$Amount on Date
 Situated Location 14902 Cactus wren Dr, Tomball, TX, 77377
 Coinsurance, Average, Contribution, or Deductible Clauses, if any Other
 Loss, if any, payable to Loss Payee

SCHEDULE "B" - STATEMENT OF ACTUAL CASH VALUE AND LOSS AND DAMAGE

	ACTUAL CASH VALUE	LOSS AND DAMAGE
Item 1. Property Damage	\$400,000	\$127,065.60
Item 2. Personal Property	\$10,460.03	\$10,460.03
Totals:	\$410,460.03	\$137,525.63

SCHEDULE "C" - APPORTIONMENT

POLICY NO.	EXPIRES	NAME OF COMPANY	ITEM NO. INSURES	PAYS	ITEM NO. INSURES	PAYS
438220450	09/01/2024	AllState	11	\$127,065.60		
438220450	09/01/2024	AllState	18	\$10,460.03		
Totals:						

EMMANUEL MUNIZ Adjuster

RELEASE AND AUTHORIZATION OF PAYMENT

The undersigned hereby acknowledges that the repair or replacement of the loss and damage resulting from _____ which occurred on or about the _____ day of _____ 20____ has been made to his entire satisfaction and agrees that the payment of the sum of _____ dollars (\$_____) by the Allstate Indemnity Company of Northbrook, Illinois, to _____ shall constitute a full performance of the obligations of the Insurer under its policy.

In consideration of such Payment the _____ company is hereby discharged and forever released from any and all claims and demands under its policy No. _____ resulting from the occurrence of loss above described.

Signed this _____ day of _____ 20____, at _____, state of _____
 _____ INSURED _____

Witnesses _____ INSURED _____
 _____ MORTGAGEE _____

PROP001

0742346539 ATM

Item #	Room	Brand or Manufacturer	Model#	Item Description	Original Vendor	Quantity Lost	Item Age (Years)	Item Age (Months)	Condition (New, Above Average, Below Average)	Cost to Replace Pre-Tax (each)
1	Dining area & living room			Sofa set, 2 coffee tables, dining table & chairs	Luna Furniture	1	3	3	New	\$3,139.75
2	Dining area & living room			Living room & dining area rugs	Walmart	1	3	3	New	\$821.63
3	Room to right of foyer			Two desks	Walmart	1	4	4	New	\$701.46
4	Room to right of foyer	850 G3 intel i7		HP Elitebook Laptop	Walmart	1	4	4	New	\$276.64
5	Room to right of foyer	MFCJ6940DW		Printer	Brother International	1	4	4	New	\$378.86
6	Room to right of foyer	Acer		Monitor, keyboard & mouse	Walmart	1	4	4	New	\$269.39
7	Kitchen			Kitchen runner & entrance rug	Marshalls	1	3	3	New	\$786.69
8	Play room			Ball Pit	Walmart	1	3	3	New	\$252.49
9	Play room			Play Blocks	Walmart	1	3	3	New	\$260.11
10	Living room			Four Plants	Burlington	1	3	3	New	\$352.72

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is a guilty of a crime and may be subject to fines and confinement in state prison.

Signature:



02/23/2024

PROF016

0742346539 ATM

Item #	Room	Brand or Manufacturer	Model#	Item Description	Original Vendor	Quantity Lost	Item Age (Years)	Item Age (Months)	Condition (New, Above Average, Below Average)	Cost to Replace Pre-Tax (each)
11	Laundry	Samsung		Washer		1			Above average	\$1,049
12	Laundry	Samsung		Dryer		1			Above average	\$1,049
13	Room to right of foyer			Rug	Walmart	1		4	New	\$206.74
14	Room to right of foyer			Rug	Walmart	1		4	New	\$199.70
15	Living room			Accent table	TJ Max	1		3	New	\$230.55
16	Hallway			Accent table	Walmart	1		3	New	\$157.00
17	Dining area			Curtains	Walmart	1		3	New	\$161.06
18	Living room			Curtains	Walmart	1		3	New	\$165.24
19										
20										

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Signature:

[Handwritten Signature]
02/23/2024

PROF016

0742346539 ATM

SWORN STATEMENT IN PROOF OF LOSS

to

ALLSTATE INDEMNITY COMPANY

Policy No. 000436220450

Claim No. 0742346539

To the Allstate Indemnity Company, Northbrook, Illinois
 At time of loss, by the above indicated policy of insurance you insured Muhammad Shahid Ujala Haaris

INSURED'S NAME

against loss by Water Damage to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A water damage loss occurred about the hour of 10 o'clock AM.

On the 17 day of January 2024. The cause and origin of the said loss were: water damage from frozen pipe break destroyed home

2. Occupancy: The building describe, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Investment Property

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was owner of property
 No other person or persons had any interest therein or incumbrance thereon, except: Texas Bay Credit Union

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: N/A

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ 400,000, as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was \$ 400,000

7. The Whole Loss and Damage was \$ 137,525.63

8. The Amount Claimed under the above numbered policy is \$ 137,525.63

The said loss did not originate by any act, design or procurement on the part of this insured, or this affiant; nothing has been done by or with the privity or consent of this insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of Texas

Signature Ujala Haaris

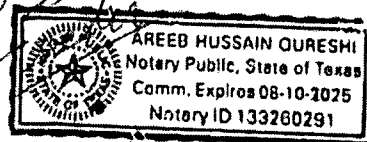
County of Harris

Signature _____

Subscribed and sworn to be before me this 27 day of February 2024.

by Ujala Haaris Notary Public

[Handwritten Signature]



0742346539 ATM

SCHEDULE "A" - POLICY FORM

Policy Form No. 000436220450 Effective Date 9/1/2023
 Item 1. \$Amount on 127,065 Date 01/17/2024
 Item 2. \$Amount on 10,480 Date 01/17/2024
 Item 3. \$Amount on Date
 Situated Location 14902 Cactus wren Dr, Tomball, TX, 77377
 Coinsurance, Average, Contribution, or Deductible Clauses, if any Other
 Loss, if any, payable to Loss Payee

SCHEDULE "B" - STATEMENT OF ACTUAL CASH VALUE AND LOSS AND DAMAGE

	ACTUAL CASH VALUE	LOSS AND DAMAGE
Item 1. Property Damage	\$400,000	\$127,065.60
Item 2. Personal Property	\$10,480.03	\$10,480.03
Totals:	\$410,480.03	\$137,525.63

SCHEDULE "C" - APPORTIONMENT

POLICY NO.	EXPIRES	NAME OF COMPANY	ITEM NO. INSURES	PAYS	ITEM NO. INSURES	PAYS
436220450	09/01/2024	AllState	11	\$127,065.60		
436220450	09/01/2024	AllState	18	\$10,480.03		
Totals:						

EMMANUEL MUNIZ Adjuster

RELEASE AND AUTHORIZATION OF PAYMENT

The undersigned hereby acknowledges that the repair or replacement of the loss and damage resulting from _____ which occurred on or about the _____ day of _____ 20____ has been made to his entire satisfaction and agrees that the payment of the sum of _____ dollars (\$ _____) by the Allstate Indemnity Company of Northbrook, Illinois, to _____ shall constitute a full performance of the obligations of the Insurer under its policy.

In consideration of such Payment the _____ company is hereby discharged and forever released from any and all claims and demands under its policy No. _____ resulting from the occurrence of loss above described.

Signed this _____ day of _____ 20____, at _____, state of _____
 _____ INSURED _____

Witnesses _____ INSURED _____
 _____ MORTGAGEE _____

Item #	Room	Brand or Manufacturer	Model#	Item Description	Original Vendor	Quantity Lost	Item Age (Years)	Item Age (Months)	Condition (New, Above Average, Below Average)	Cost to Replace Pre-Tax (each)
1	Dining area & living room			Sofa set, 2 coffee tables, dining table & chairs	Luna Furniture	1		3	New	\$3,139.75
2	Dining area & living room			Living room & dining area rugs	Walmart	1		3	New	\$821.63
3	Room to right of foyer			Two desks	Walmart	1		4	New	\$701.46
4	Room to right of foyer		850 G3 intel i7	HP Elitebook Laptop	Walmart	1		4	New	\$276.64
5	Room to right of foyer		MFCJ6940DW	Printer	Brother International	1		4	New	\$378.86
6	Room to right of foyer		Acer	Monitor, keyboard & mouse	Walmart	1		4	New	\$269.39
7	Kitchen			Kitchen runner & entrance rug	Marshalls	1		3	New	\$788.69
8	Play room			Ball Pit	Walmart	1		3	New	\$252.49
9	Play room			Play Blocks	Walmart	1		3	New	\$260.11
10	Living room			Four Plants	Burlington	1		3	New	\$352.72

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Signature :

[Handwritten Signature]
2/23/24

PKCJ016

0742346539 ATM

Item #	Room	Brand or Manufacturer	Model #	Item Description	Original Vendor	Quantity Lost	Item Age (Years)	Item Age (Months)	Condition (New, Above Average, Below Average)	Cost to Replace Pre-Tax (each)
11	Laundry	Samsung		Washer		1			Above average	\$1,049
12	Laundry	Samsung		Dryer		1			Above average	\$1,049
13	Room to right of foyer			Rug	Walmart	1		4	New	\$206.74
14	Room to right of foyer			Rug	Walmart	1		4	New	\$199.70
15	Living room			Accent table	TJ Max	1		3	New	\$230.55
16	Hallway			Accent table	Walmart	1		3	New	\$157.00
17	Dining area			Curtains	Walmart	1		3	New	\$161.06
18	Living room			Curtains	Walmart	1		3	New	\$165.24
19										
20										

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Signature:

[Signature]

2/23/24

PR01016

0742346539 ATM

Haaris Shahid

From: Haaris Shahid <haaris_shahid@hotmail.com>
Sent: Tuesday, February 13, 2024 2:35 PM
To: Haaris Shahid
Subject: [EXT] Fwd: Receipt for order #H42891
Attachments: Luna Furniture - Harwin Store Order 2891 EMV Receipt.pdf

Best Regards,

Haaris Shahid

Begin forwarded message:

From: Luna Furniture - Harwin Store <store+64504430845@l.shopifyemail.com>
Date: February 13, 2024 at 11:30:51 AM CST
To: haaris_shahid@hotmail.com
Subject: Receipt for order #H42891
Reply-To: Luna Furniture - Harwin Store <customerservice@lunafurn.com>

Luna Furniture - Harwin Store

ORDER #H42891

Thank you for your purchase!

[Visit our store](#)

Order summary



Reston Cappuccino Pedestal Square Coffee Table x 1

\$139.00



Bladen Coffee Living Room Set x 1

\$4,250.00

DISCOUNT (\$31.00)

\$1,225.00



Conner Espresso Counter Height Dining Set x 1
Table & 8 Counter Chair

\$1,039.00



Porter Rustic Brown Sofa/Console Table x 1

\$379.00

Subtotal \$2,785.00

Order discount -\$83.55

Discount (-\$83.55)

Shipping \$199.00

Taxes \$239.30

Total \$3,139.75 USD

You saved \$114.55

Mastercard (ending in 3915) \$1,500.00

Visa (ending in 4725) \$1,639.75

Customer information

Shipping address

Haaris Shahid

14902 cactus wren dr

Tomball TX 77377

United States

Shipping method

Your Order Number: **0000592066**
Order Date: September 22, 2023
Order Total: **\$378.86**

SHIPPING INFORMATION

Muhammad Shahid

17230 FABLE SPRINGS LN ,
CYPRESS , TX 77433-6468

BILLING INFORMATION

Muhammad H Shahid

17230 FABLE SPRINGS LN ,
CYPRESS , TX 77433-6468

ORDER DETAILS

Item	Description	Quantity	Availability	Price
MFCJ6940DW	COLOUR INKJET MFC 4-IN-1	1	In stock	\$349.99

Merchandise Total \$349.99

Shipping/Handling \$0.00

Your States Sales Tax \$28.87

Order Total \$378.86